



CITY COUNCIL AGENDA

Tuesday, August 20, 2013

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. Anoka-Ramsey Community College President Kent Hanson

Approval of Minutes of Previous Meeting

August 7, 2013, Council Meeting

Consent Agenda

2. Approve Joint Powers Agreement with Anoka-Ramsey Community College for Security Services
3. Approve Contract for School Liaison and Prevention Program Officer Services with Anoka-Hennepin School District #11
4. Approve Contract for School Liaison and Prevention Program Officer Services with Anoka-Hennepin School District #11, River Trail Learning Center
5. Informational Item - Corporate Officer Change - Cub Foods South, 2050 Northdale Boulevard

Reports on Previous Open Mic

6. Open Mic Response - Pat Bork, 1763 123rd Avenue NW, Coyotes Near Hanson Blvd and Hwy 10
7. Open Mic Response - Rochelle Harris, 509 111th Avenue NW re: Traffic Safety Concerns Kumquat/111 Ave NW

Public Hearing

None

Bid Openings and Contract Awards

None

Old Business

8. Cons. Adoption of an Ordinance Amendment to Allow "Food and Related Goods" as Permitted Use in Port Wellness and Port Evergreen

New Business

9. Cons. Appeal of Decision of the Board of Adjustment and Appeals, Daniel Flaherty, 11749 Bittersweet Street, 13-foot Side Yard Setback Variance, Case 13-07V
10. Discuss Potential Closure of Trackage Dog Park
11. Community Development Block Grant Program:
 - a. Approve Amendment to Asset Determination for Eligible Recipients of the Coon Rapids CDBG Housing Rehabilitation Loan Program Procedural Guidelines
 - b. Authorize Execute of Service Contract with Greater Metropolitan Housing Corporation to Administer 2013 CDBG Housing Rehabilitation Program
12. Cons. Resolution 13-83 Calling for a Special Election for the Authorization of a Bond Issue for Parks, Open Space and Trail System Referendum

Other Business

13. Update on Gate Closure Located on Crane Street Near 133rd Avenue

Adjourn



City Council Regular

Meeting Date: 08/20/2013

SUBJECT:

Attachments

8-7-13 Council Minutes

UNAPPROVED

COON RAPIDS CITY COUNCIL MEETING MINUTES OF AUGUST 7, 2013

OPEN MIC/PUBLIC COMMENT

Jerry Pierce, 12236 Partridge Street NW, referred to discussion at the last Council meeting about increased operation costs at the Coon Rapids Ice Center. He shared that the Council had been warned about using construction management for this project and that Council is responsible for this overage. Mr. Pierce shared comments regarding Councilmember Koch's previous property management duties and the City's grant of funds for Round Lake Shoppes. He also commented about length of staff training and its necessity.

Pat Bork, 1763 123rd Avenue NW, said the Council's rezoning of the wetland area on Highway 10 resulted in coyotes moving into her neighborhood. She shared how she has lost two pets and that the Humane Society won't help with the situation. She shared concerns about children playing in the nearby park and how coyotes are visible in the daytime. Ms. Bork said she understands that they can't be shot but is concerned, adding that Kindercare daycare on 121st Avenue and Ibis Street has added a raised fence nearby.

Mayor Howe referred to the history of this site and that the wetland approval dates back to the 1970s but the case was in court for 15 years before development was allowed. He said there had been some eradicating done before of coyotes in the area quite a few years ago but that he wasn't aware of the current situation.

Councilmember Sanders said there have been coyotes sighted throughout the City and that there have been neighborhood meetings in the past about this concern.

Mayor Howe added that coyotes are presented in many other metro areas too but that they will try to respond with some options.

Rochelle Harris, 509 111th Avenue, shared that her grandson had been struck by a car last summer on Kumquat Street and 111th Avenue and asked if there is anything being done in this area for speed control. She said there is a park entrance nearby and is concerned about cars traveling at high speeds and the need for stop signs, speed bumps, or other measures on Kumquat Street.

CALL TO ORDER

The first regular meeting of the Coon Rapids City Council for the month of August was called to order by Mayor Tim Howe at 7:18 p.m. on Tuesday, August 7, 2013, in the Council Chambers.
PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Howe led the Council in the Pledge of Allegiance.

ROLL CALL

Members Present: Mayor Tim Howe, Councilmembers Ron Manning, Paul Johnson, Jerry Koch, Bruce Sanders and Steve Wells

Members Absent: Councilmember Denise Klint

ADOPT AGENDA

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER SANDERS, TO ADOPT THE AGENDA AS AMENDED ADDING A PRESENTATION FROM THE MINNESOTA CITIZENS OF THE ARTS UNDER PROCLAMATIONS/PRESENTATIONS; ADDING RESOLUTION NO. 13-82 TO ITEM 7 IN THE CONSENT AGENDA AND CHANGING THE RESOLUTION NUMBER ON ITEM 8 OF THE CONSENT AGENDA TO 13-77. THE MOTION PASSED UNANIMOUSLY.

PROCLAMATIONS/PRESENTATIONS

Paul Austin, Executive Director of Conservation Minnesota, discussed Legacy Amendment Funding and the numerous benefits that have been passed along to cities through the use of these funds. He commended Coon Rapids for improving their outdoor parks while also providing art and history events throughout the year. He then presented the Council with an award declaring the City of Coon Rapids to be a Minnesota Legacy Destination. A round of applause was offered by all present.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

JULY 16, 2013, COUNCIL MEETING

MOTION BY COUNCILMEMBER KOCH, SECONDED BY COUNCILMEMBER MANNING, FOR APPROVAL OF THE MINUTES OF THE JULY 16, 2013, COUNCIL MEETING. THE MOTION PASSED 5-0-1, COUNCILMEMBER JOHNSON ABSTAINED.

CONSENT AGENDA/INFORMATIONAL BUSINESS

1. APPROVE EXECUTION OF MEMORANDUM OF UNDERSTANDING EXTENDING WITH LUTHERAN SOCIAL SERVICES OF MINNESOTA FOR SENIOR COMPANION PROGRAM THROUGH JUNE 30, 2016
2. AUTHORIZE FINAL PAYMENT, PROJECT 11-18, WELL REHABILITATION
3. AUTHORIZE FINAL PAYMENT, PROJECT 12-7, LIFT STATION #1
4. CONSIDER RESOLUTION 13-79 AUTHORIZING THE HOUSING AND REDEVELOPMENT AUTHORITY TO EXPEND DOLLARS FORM THE SCATTERED

- SITE HOUSING FUND (SCATTERED SITE ACQUISITIONS)
5. APPROVE EASEMENT GRANTING RIGHTS TO ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT NO. 11 FOR ACCESS AND UTILITY PURPOSES LOCATED NEAR DOGWOOD STREET NW AND NORTHDALÉ BOULEVARD
 6. CONSIDER RESOLUTION 13-81 AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION TO INSTALL MISSISSIPPI RIVER TRAIL SIGNAGE ALONG THE DESIGNATED MISSISSIPPI RIVER TRAIL ROUTE WITHIN THE CITY OF COON RAPIDS
 7. CONSIDER RESOLUTION 13-82, COON RAPIDS ST. PAUL SAINTS DAY
 8. CONSIDER RESOLUTION 13-77 APPOINTING ONE MEMBER TO THE ARTS COMMISSION
 9. CONSIDER RESOLUTION 13-78 APPOINTING TWO MEMBERS TO THE HISTORICAL COMMISSION
 10. CONSIDER RESOLUTION 13-80 ACCEPTING GRANT FROM DNR LOCAL TRAIL CONNECTION PROGRAM FOR WILDERNESS PARK TRAIL CONNECTION TO BUNKER HILLS REGIONAL PARK
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MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER WELLS, FOR APPROVAL OF THE CONSENT AGENDA AS PRESENTED.

Councilmember Koch asked how long the City had an agreement with Lutheran Social Services for the Senior Companion Program. Finance Director Legg was uncertain as to the length of time but indicated the program greatly benefited the seniors in the community.

Mayor Howe welcomed the new Commissioners to the Arts Commission and Historical Commission and thanked them for serving.

THE MOTION PASSED UNANIMOUSLY.

REPORTS ON PREVIOUS OPEN MIC

11. OPEN MIC REPORT – PHIL ROSAR – 10640 MISSISSIPPI BOULEVARD - ALAN WILLIAMS – 10744 YELLOW PINE STREET – ELECTRICAL PERMIT FEES
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Mayor Howe discussed Mr. Rosar and Mr. Williams' comments made during Open Mic at the July 16, 2013 Council meeting regarding their concerns with the expense of electrical permit fees. He noted the fee structure would be clarified in 2014 for residents.

PUBLIC HEARING

12. 2013 MISCELLANEOUS SPECIAL ASSESSMENTS:
 - A. ASSESSMENT HEARING, 7:00 P.M.
 - B. CONSIDER RESOLUTION 13-74(A) ADOPTING 2013(2) MISCELLANEOUS

- SPECIAL ASSESSMENTS (UNOPPOSED ONE YEAR)
- C. CONSIDER RESOLUTION 13-75(A) ADOPTING 2013(2) MISCELLANEOUS SPECIAL ASSESSMENTS (UNOPPOSED THREE YEAR)
 - D. CONSIDER RESOLUTION 13-76(A) ADOPTING 2013(2) MISCELLANEOUS SPECIAL ASSESSMENTS (UNOPPOSED FIVE YEAR)
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The staff report was shared with Council.

Mayor Howe opened and closed the assessment hearing at 7:31 p.m. since no one appeared to address the Council.

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER SANDERS, TO ADOPT RESOLUTION NO. 13-74(A) ADOPTING 2013(2) MISCELLANEOUS SPECIAL ASSESSMENTS (UNOPPOSED ONE YEAR); RESOLUTION 13-75(A) ADOPTING 2013(2) MISCELLANEOUS SPECIAL ASSESSMENTS (UNOPPOSED THREE YEAR); AND RESOLUTION 13-76(A) ADOPTING 2013(2) MISCELLANEOUS SPECIAL ASSESSMENTS (UNOPPOSED FIVE YEAR), ADJUSTING THE AMOUNTS WHERE NECESSARY. THE MOTION PASSED UNANIMOUSLY.

NEW BUSINESS

- 13. APPROVE SITE PLAN EXTENSION, RLK LANDHOLDINGS, SPRINGBROOK DRIVE AND 94TH AVENUE NW, PC 10-07
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The Staff report was shared with Council.

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER WELLS, TO APPROVE ONE 12-MONTH EXTENSION TO THE SITE PLAN APPROVAL TO JULY 6, 2014.

Councilmember Koch clarified that this was the last time this site plan could be extended. Planner Harlicker stated this was the case.

THE MOTION PASSED UNANIMOUSLY.

- 14. CONSIDER INTRODUCTION OF AN ORDINANCE AMENDMENT TO ALLOW FOOD AND RELATED GOODS AS A PERMITTED USE IN PORTS WELLNESS AND EVERGREEN, PC 13-14
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The staff report was shared with Council.

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER KOCH, TO INTRODUCE THE PROPOSED ORDINANCE THAT WOULD ALLOW "FOOD AND RELATED GOODS" AS A PERMITTED USE IN PORT WELLNESS AND PORT EVERGREEN. THE MOTION PASSED UNANIMOUSLY.

OTHER BUSINESS

Mayor Howe commented that at the last Council meeting he neglected to thank the North Star Lions for their efforts during the 4th of July Celebration. He indicated they were a very important group of volunteers that keep the celebration going year after year.

Fire Chief Piper stated that country singer Rockie Lynne would be playing at Sand Creek Athletic Complex on Thursday evening, August 15 at 7:00 p.m. as part of the summer concert series. He invited all to attend.

Mayor Howe stated that on Friday, August 16, Madagascar 3 would be shown at Sand Creek Athletic Complex as part of the Movies in the Park series. He thanked the North Star Lions for offering concessions for both of these events.

Councilmember Wells thanked all staff and public service members for participating in Night to Unite on August 6, 2013. He mentioned the Coon Rapids/Andover Little League team would be playing a game this week and if won, would advance to the Little League World Series.

City Manager Gatlin indicated the dog park at Bunker Hills Regional Park was now open and has been a good draw. He commented that benches and garbage containers were on order and would be installed in the near future. He requested the Council consider how to address the future of Trakside Park as this issue was scheduled to come back to the Council on August 20th.

Councilmember Koch said he understood that when the new dog park opened that Trakside Park would be closing based on the commitment made to the adjacent property owners.

Mayor Howe and Councilmember Manning agreed with this viewpoint.

Councilmember Sanders questioned how the Council could take action to formally close Trakside Park. City Manager Gatlin stated the Council should provide staff with this direction through a formal action.

Councilmember Manning recommended a sign be posted at Trakside Park noting the park would be closing and inform the users of the new dog park at Bunker Hills.

Councilmember Koch agreed with this suggestion.

Mayor Howe requested this item be discussed further at the August 20th Council meeting and that

action be taken after allowing for public comment.

ADJOURN

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER KOCH,
TO ADJOURN THE MEETING AT 7:55 P.M. THE MOTION PASSED UNANIMOUSLY.

Tim Howe, Mayor

ATTEST:

Cathy Sorensen, City Clerk



City Council Regular

1.

Meeting Date: 08/20/2013

Subject: Introduction of Anoka-Ramsey Community College President Kent Hanson

From: Marc Nevinski, Community
Development Director

INTRODUCTION

The new Anoka Ramsey Community College President, Dr. Kent Hanson, will introduce himself to the Council and share his vision for further strengthening the relationship between the City and College.

DISCUSSION

Dr. Hanson most recently served as interim president of Riverland Community College since August 2012. Previously, he served nine years as provost and vice president for academic and student affairs at Northland Community and Technical College, and 12 years at Northwest Technical College, first as radiology program director from 1991-99 and then as health and human services dean from 1999-2003. Dr. Hanson holds a bachelor's degree in psychology and a doctorate in educational leadership from the University of North Dakota and a master's degree in human resource administration from Central Michigan University.

Council will recall that Anoka Technical College and Anoka-Ramsey Community College were officially aligned July 1, 2011 and together the institutions (three campuses) serve more than 16,000 learners – the largest community and technical college entity in Minnesota. Anoka Technical College offers more than 35 career programs including certificates, diplomas and associate in applied science degrees designed to lead immediately to rewarding, in-demand careers. Anoka-Ramsey Community College, with campuses in Cambridge and Coon Rapids, provides liberal arts and transfer programs, as well as career-track programs and offers more than 100 certificate and degree programs.

RECOMMENDATION

Council is requested to welcome President Hanson.



City Council Regular

2.

Meeting Date: 08/20/2013

Subject: Anoka-Ramsey Community College Security Contract

Submitted For: Cary Parks, Captain Administration

From: Cathy Sorensen, City Clerk

INTRODUCTION

The Coon Rapids Police Department provides evening security patrols and student escort services to Anoka-Ramsey Community College through the part-time employment of police reserve officers. This is accomplished utilizing a joint powers agreement (JPA) between the City and the State of Minnesota.

DISCUSSION

The JPA between the City and the State of Minnesota is reviewed and renewed each year, roughly following the State's fiscal year calendar and a typical school year. The current contract expires on August 23, 2013. The new contract reflects a 2-percent increase in the hourly rate charge for the reserve officer and a vehicle, for a total contract amount not to exceed \$23,970.00. The new contract would be effective August 23, 2013 to June 30, 2014 (less than one year, a change to align the contract with the State's fiscal year).

RECOMMENDATION

Staff recommends the City Council authorize the Mayor and the City Manager to enter into a joint powers agreement with the State of Minnesota and Anoka-Ramsey Community College to provide security services for 2013-2014.

Fiscal Impact

BUDGET IMPACT:

The College is invoiced approximately quarterly for the actual hours worked by police reserve officers at the rate agreed upon in Attachment B of the contract.

Attachments

Contract

F.Y.: 2014	Cost Center: 601030	Obj. Code: 1820	Amount: Not to exceed \$23,970.00	Vendor #: 0000197676-001	P.O. #: 52179
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STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
ANOKA-RAMSEY COMMUNITY COLLEGE
JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT, and amendments and supplements thereto, (hereinafter "contract") is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Anoka-Ramsey Community College (hereinafter "STATE"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and City of Coon Rapids, address 11155 Robinson Drive (hereinafter "CONTRACTOR"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10;

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

NOW, THEREFORE, it is agreed:

- I. CONTRACTOR'S DUTIES. (Attach additional page(s) if necessary which is incorporated by reference and made a part of this agreement.) The CONTRACTOR shall:

See attachment A

STATE'S DUTIES. (Attach additional page(s) if necessary which is incorporated by reference and made a part of this agreement.) STATE shall:

Make payment to contractor in accordance with state statutes

- II. CONSIDERATION AND TERMS OF PAYMENT.

Consideration for all services performed by the CONTRACTOR pursuant to this contract shall be paid by the STATE as follows:

See attachment B

Terms of Payment. Payments shall be made by the STATE promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized representative pursuant to Clause VI. Invoices shall be submitted according to the following schedule:

Invoices will be submitted quarterly – end of spring semester, end of summer session, and end of fall semester.

- III. CONDITIONS OF PAYMENT. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

- IV. TERM OF CONTRACT. This contract shall be effective on August 23, 2013, or upon the date that the final required signature is obtained by the STATE, whichever occurs later, and shall remain in effect for a one year

period until June 30, 2014, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that NO work should begin under this contract until ALL required signatures have been obtained, and the CONTRACTOR is notified to begin work by the STATE'S Authorized Representative.

- V. CANCELLATION. This contract may be canceled by the STATE or the CONTRACTOR at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- VI. STATE'S AUTHORIZED REPRESENTATIVE. The STATE'S Authorized Representative for the purposes of administration of this contract is Orrin Nyhus. The CONTRACTOR'S Authorized Representative for the purposes of administration of this contract is Police Captain, Cary Parks. The STATE'S Authorized Representative shall have final authority for acceptance of the CONTRACTOR'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II, paragraph B.
- VII. ASSIGNMENT. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE.
- VIII. AMENDMENTS. Any amendments to this contract shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.
- IX. LIABILITY. The CONTRACTOR shall indemnify, save, and hold the STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by the STATE, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for the STATE'S failure to fulfill its obligations pursuant to this contract.
- X. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
- XI. GOVERNMENT DATA PRACTICES ACT. The CONTRACTOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the CONTRACTOR or the STATE. In the event the CONTRACTOR receives a request to release the data referred to in this Article, the CONTRACTOR must immediately notify the STATE. The STATE will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

The CONTRACTOR shall comply with the Minnesota Data Practices Act as it applies to all data provided by the STATE in accordance with this contract and as it applies to all data created, gathered, generated or acquired in accordance with this contract.

- XII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.
 - A. The STATE shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (" MATERIALS").
 - B. The CONTRACTOR hereby assigns to the STATE all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of the STATE, execute all papers and perform all other acts necessary to assist the

STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to the STATE by the CONTRACTOR, its employees and any subcontractors. The CONTRACTOR, its employees, and any subcontractors shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of the STATE'S authorized representative.

The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR will indemnify and defend the STATE at the CONTRACTOR'S expense from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or the STATE'S opinion is likely to arise, the CONTRACTOR shall at the STATE'S discretion either procure for the STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

XIII. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify the STATE as the sponsoring agency and shall not be released prior to receiving the approval of the STATE'S authorized representative.

XIV. OTHER PROVISIONS. (Attach additional page(s) as necessary):

N.A.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.
APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Anoka-Ramsey Community College
COLLEGE/UNIVERSITY/SYSTEM OFFICE

By (authorized college/university/system office signature)

Title Vice President of Administration
Date 8/6/2013

2. VERIFIED AS TO ENCUMBRANCE

By (authorized college/university/system office signature) <i>Anoka-Ramsey Community College</i>

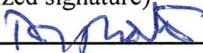
Title Purchasing Clerk
Date 6/26/13

3. CONTRACTOR (Governmental Entity):

Contractor certifies that the appropriate person(s) have executed the contract on behalf of the contractor as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
Title Coon Rapids City Manager
Date

By (authorized signature)
Title Coon Rapids Mayor
Date

By (authorized signature)

Title Coon Rapids City Attorney
Date 8/9/13

4. AS TO FORM AND EXECUTION:

By (authorized signature) <i>Anoka-Ramsey Community College</i>
Title
Date

ATTACHMENT A TO CONTRACT WITH CRPD

i. CONTRACTOR'S DUTIES

A. Provide Security Service as indicated below but not limited to:

1. Security Escort Service – walking/driving students, faculty and staff to and from their vehicles on the campus grounds.
 2. Provide presence by patrolling parking lots, campus grounds, sidewalks and inside campus buildings.
 3. Nightly inspection of outside lighting. Report outages on the security check sheet and let maintenance know.
 4. Ticket vehicles that are not appropriately parked.
 5. Be aware of other potential problems and report any deficiencies on the security check sheet. Examples may be slippery walks, shrubs and bushes that may be in need of trimming, other safety related issues.
 6. Furnish City vehicle for police patrols.
 7. Other duties as may be requested or assigned.
 8. Keep the Director of Public Safety at ARCC informed of any issues by using the comments section on the security check sheets.
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ATTACHMENT B TO THE CONTRACT WITH THE CRPD

I. CONSIDERATION AND TERMS OF PAYMENT

A. Consideration for all services performed and goods or materials supplied by CONTRACTOR shall be reimbursed the CONTRACTOR by the STATE as follows:

1. Payment to be made at the hourly rate of \$25.40

a. Breakdown of hourly rate:

(1) Officer - \$19.20

(2) Vehicle - \$ 6.20

2. Security patrols and escort hours of work are Monday through Thursday, 6:30 PM to 10:30 PM, excluding faculty days, holidays and other days as directed by the college representative. Total hours worked will be invoiced based on portal to portal from the Coon Rapids Police Department and the Anoka Ramsey Community College campus in Coon Rapids.

3. Contract is based on 208 days / 936 hours, in accordance with the above information.

4. Contingency for special events is 20 hours.

THE TOTAL ONE YEAR CONTRACT SHALL NOT EXCEED THE AMOUNT OF \$23,970.00



City Council Regular

3.

Meeting Date: 08/20/2013

Subject: Contracts for School Liaison Officers

Submitted For: Cary Parks, Captain Administration

From: Cathy Sorensen, City Clerk

INTRODUCTION

The Police Department requests to renew a contract with Anoka-Hennepin School District #11 for the 2013 - 2014 school year for School Liaison Officer and Prevention Program Services. This agreement provides funding for assigning police officers as School Liaison Officers at Coon Rapids High School, Coon Rapids Middle School, and Northdale Middle School; and for officers teaching the Drug Abuse Resistance Education (D.A.R.E.) program in the elementary schools.

DISCUSSION

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

RECOMMENDATION

Staff recommends that the City Council approve the 2013-2014 contract for School Liaison and Prevention Program Officer Services with Anoka-Hennepin School District #11.

Fiscal Impact

BUDGET IMPACT:

The 2013-2014 contract reflects a 2-percent increase over last year, for a total of \$178,812.12.

Attachments

Contract

2013-2014
Contract for School Liaison and Prevention Program Officer Services
Between the Anoka – Hennepin School District No. 11
and the City of Coon Rapids

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

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

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

1. **DEFINITIONS.** Police Officers working in the District will be engaged in two authorized programs. The School Liaison Officers in the middle schools and high schools will serve students and staff primarily in the area of crime prevention. Officers in the prevention program in the elementary schools will present an approved prevention program which is a part of the fifth grade health curriculum.
2. **OFFICER EMPLOYED BY CITY.** City shall employ (or assign), in accordance with applicable state statutes, a police officer or officers to serve as School Liaison and Prevention Program officer(s) in District schools. The selection or assignment of such officers shall be done by City. City shall assume all obligations and payments with regard to officers’ salaries and benefits including worker’s compensation, PERA, withholding taxes, etc. District will reimburse City as defined in Part 10 of this document.
3. **TERM OF CONTRACT.** The term of this contract shall be from July 1, 2013 to June 30, 2014, District’s fiscal year, renewable each year unless terminated by either party as defined in paragraph 10.
4. **ADMINISTRATION RESPONSIBILITIES.** Law enforcement services rendered to District shall be at the sole direction of City. Standards of performance, discipline of the officer assigned, and other internal matters shall be under the authority of City. If requested, District shall provide City with an appraisal of the services received. City shall provide District with a statistical summary report once a year indicating services provided at the secondary level, Prevention Program schedules, and the name of the officer(s) providing the service.
5. **LEVEL OF SERVICE.** The officer will respond to emergency calls within the boundaries of City and attend police training and special duties as assigned by City while fulfilling the requirements of this contract. Time spent on emergency calls, police training, etc., shall not be considered to be time spent as a School Liaison or Prevention Program officer. Time in excess of eight hours per day shall be paid according to the officer’s contract, providing such additional time has been approved in advance by City and District. Blanket approvals will not be accepted.
6. **DUTIES OF OFFICER.** The list of basic duties and work schedule of the officer(s) shall be cooperatively developed between City and District.
- 6a. **PRIVACY OF PUPIL RECORDS.** Pursuant to the District’s Protection and Privacy of Pupil Records Policy and consistent with the requirements of the family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, police officers shall be deemed to be school officials when performing the duties and responsibilities of the Police Liaison Officer. As such, the Police Liaison Officer and City certify and agree that all data created, collected, received, stored, used, maintained, or disseminated by the Police Liaison Officer must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

7. CLOTHING, EQUIPMENT, AND SUPPLIES. City shall provide any required clothing, uniforms, vehicle, necessary equipment and supplies for officer to perform law enforcement duties. District shall provide School Liaison Officers with a private, lockable office, telephone, and supplies necessary for the officer to perform required duties as specified in paragraph 6 of this contract.
8. SCHOOL CALENDAR. District shall provide City with a school calendar. Liaison services will be provided during the regular school year.
9. TERMINATION. Either party may terminate this agreement upon 30 days written notice of such termination. All payment due hereunder shall be prorated in the event of such termination.
10. *DURATION AND COST. For and in consideration of the provision of School Liaison Officer and the Prevention Program Officer services in accordance with the terms of this contract, District shall pay City the sum \$178,812.12. Request for payment should be submitted by June 1, 2014, of the fiscal year.
11. SERVICE TO SCHOOLS. The following secondary schools shall receive School Liaison Officer service as a result of this contract:

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

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

Adams	Hoover	Sand Creek
Eisenhower	Mississippi	
Hamilton	Morris Bye	

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

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

City of _____

Anoka – Hennepin School District No. 11

Signed By _____

Signed By _____
 Director of Student Services

Title _____

Date _____

Approved ~~by~~ Form
 City
 P. Brodie
 City Attorney

CONTRACT ADMINISTRATION INFORMATION FORM

CONTACTS AT THE SCHOOL DISTRICT

Contracted Administration

Linda Anderson
Director of Student Services
Educational Service Center
2727 N Ferry St
Anoka, MN 55303
763-506-1017

Program Administration

Annette Ziegler, Principal	Coon Rapids High School	763-506-7100
Tom Shaw, Principal	Coon Rapids Middle School	763-506-4800
Laurie Jacklitch, Principal	Northdale Middle School	763-506-5400
Nancy Chave, Principal	Crossroads Alternative	763-506-7400
Jeremy Tammi, Principal	Adams Elementary	763-506-1600
Kari Rock, Principal	Eisenhower Elementary	763-506-2300
Diane Merritt, Principal	Hamilton Elementary	763-506-2700
Gwen Dillenburg, Principal	Hoover Elementary	763-506-2800
Mark Hansen, Principal	Mississippi Elementary	763-506-3500
Janel Wahlin, Principal	Morris Bye Elementary	763-506-3700
Paul Anderson, Principal	Sand Creek Elementary	763-506-4300

Payment Procedures-

Pursuant to section 10 of the agreement, the City should submit a bill to:

ATTN: Laura Becker
Educational Service Center
2727 N Ferry St
Anoka, MN 55303
763-506-1076



City Council Regular

4.

Meeting Date: 08/20/2013

Subject: School Liaison Officers Contract - River Trail Learning Center

Submitted For: Cary Parks, Captain Administration

From: Cathy Sorensen, City Clerk

INTRODUCTION

The Police Department requests to renew a contract with Anoka-Hennepin School District #11 for the 2013 – 2014 school year for School Liaison Officer (SLO) Services at River Trail Learning Center at L.O. Jacob School. This is the fourth year at this location for students from the former Bell Center School.

DISCUSSION

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

RECOMMENDATION

Staff recommends that the City Council approve the 2013-2014 contract for School Liaison Officer Services at the River Trail Learning Center with Anoka-Hennepin School District #11.

Fiscal Impact

BUDGET IMPACT:

The 2013-2014 contract reflects a 2-percent increase over last year, for a total of \$70,577.40.

Attachments

Contract

2013-2014
River Trail Learning Center
Contract for School Liaison and Prevention Program Officer Services
Between the Anoka – Hennepin School District No. 11
and the City of Coon Rapids

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

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

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

1. **DEFINITIONS.** Police Officers working in the District will be engaged in two authorized programs. The School Liaison Officers in the middle schools and high schools will serve students and staff primarily in the area of crime prevention. Officers in the prevention program in the elementary schools will present an approved prevention program which is a part of the fifth grade health curriculum.
2. **OFFICER EMPLOYED BY CITY.** City shall employ (or assign), in accordance with applicable state statutes, a police officer or officers to serve as School Liaison and Prevention Program officer(s) in District schools. The selection or assignment of such officers shall be done by City. City shall assume all obligations and payments with regard to officers’ salaries and benefits including worker’s compensation, PERA, withholding taxes, etc. District will reimburse City as defined in Part 10 of this document.
3. **TERM OF CONTRACT.** The term of this contract shall be from July 1, 2013 to June 30, 2014, District’s fiscal year, renewable each year unless terminated by either party as defined in paragraph 10.
4. **ADMINISTRATION RESPONSIBILITIES.** Law enforcement services rendered to District shall be at the sole direction of City. Standards of performance, discipline of the officer assigned, and other internal matters shall be under the authority of City. If requested, District shall provide City with an appraisal of the services received. City shall provide District with a statistical summary report once a year indicating services provided at the secondary level, Prevention Program schedules, and the name of the officer(s) providing the service.
5. **LEVEL OF SERVICE.** The officer will respond to emergency calls within the boundaries of City and attend police training and special duties as assigned by City while fulfilling the requirements of this contract. Time spent on emergency calls, police training, etc., shall not be considered to be time spent as a School Liaison or Prevention Program officer. Time in excess of eight hours per day shall be paid according to the officer’s contract, providing such additional time has been approved in advance by City and District. Blanket approvals will not be accepted.
6. **DUTIES OF OFFICER.** The list of basic duties and work schedule of the officer(s) shall be cooperatively developed between City and District.
- 6a. **PRIVACY OF PUPIL RECORDS.** Pursuant to the District’s Protection and Privacy of Pupil Records Policy and consistent with the requirements of the family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, police officers shall be deemed to be school officials when performing the duties and responsibilities of the Police Liaison Officer. As such, the Police Liaison Officer and City certify and agree that all data created, collected, received, stored, used, maintained, or disseminated by the Police Liaison Officer must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

7. CLOTHING, EQUIPMENT, AND SUPPLIES. City shall provide any required clothing, uniforms, vehicle, necessary equipment and supplies for officer to perform law enforcement duties. District shall provide School Liaison Officers with a private, lockable office, telephone, and supplies necessary for the officer to perform required duties as specified in paragraph 6 of this contract.
8. SCHOOL CALENDAR. District shall provide City with a school calendar. Liaison services will be provided during the regular school year.
9. TERMINATION. Either party may terminate this agreement upon 30 days written notice of such termination. All payment due hereunder shall be prorated in the event of such termination.
10. *DURATION AND COST. For and in consideration of the provision of School Liaison Officer and the Prevention Program Officer services in accordance with the terms of this contract, District shall pay City the sum \$70,757.40. Request for payment should be submitted by June 1, 2014, of the fiscal year.
11. SERVICE TO SCHOOLS. The following secondary schools shall receive School Liaison Officer service as a result of this contract:

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

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

City of _____

Anoka – Hennepin School District No. 11

Signed By _____

Signed By _____

Director of Student Services

Title _____

Date _____

*Approved as to Form
DJP
City Attorney*

CONTRACT ADMINISTRATION INFORMATION FORM

CONTACTS AT THE SCHOOL DISTRICT

Contracted Administration

Linda Anderson
Director of Student Services
Educational Service Center
2727 N Ferry St
Anoka, MN 55303
763-506-1017

Program Administration

Vickie Pitney, Program Supervisor River Trail Learning Center 763-506-1900

Payment Procedures-

Pursuant to section 10 of the agreement, the City should submit a bill to:

ATTN: Laura Becker
Educational Service Center
2727 N Ferry St
Anoka, MN 55303
763-506-1076



City Council Regular

5.

Meeting Date: 08/20/2013

Subject: Corporate Officer Change - Cub Foods South 2050 Northdale Boulevard

From: Vincent Vu, Management
Analyst/Deputy Clerk

INTRODUCTION

The representative for SUPERVALU, Inc. has notified the City of a change in their corporate officers.

DISCUSSION

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

RECOMMENDATION

This is provided for information only.

Attachments

SUPERVALU Corporate Officer Change Notice



150 Pierce Road, Suite 200
Itasca, IL 60143 -1290

WRITER'S DIRECT LINE
630-948-6116

July 31, 2013

Ms. Kris Linnquist, CMC
Deputy City Clerk
11155 Robinson Drive
Coon Rapids, MN 55433

RE: **OFFICER CHANGE**
COON RAPIDS 2002 LLC
d/b/a Cub Foods
2050 Northdale Boulevard
Coon Rapids, MN

Dear Ms. Linnquist:

Please be advised that Todd N. Sheldon, Vice President of SUPERVALU, Inc. has resigned and has been replaced by Ms. Karla C. Robertson, Executive Vice President of SUPERVALU, Inc.

Therefore, if you need additional information for Ms. Robertson or have any questions regarding this change, please feel free to contact me.

Please continue to send all liquor renewal applications and notices to me at my address above.

Thank you for your time and assistance in this matter.

Sincerely,



Barbra A. Nunziato
Compliance Manager

2013:officerchange:15



City Council Regular

6.

Meeting Date: 08/20/2013

Subject: Open Mic Response - Pat Bork, 1763 123rd Avenue NW, Coyotes Near Hanson Blvd and Hwy 10

From: Brad Wise, Police Chief

INTRODUCTION

Ms. Pat Bork appeared before the Council at Open Mic on August 7th to express concerns over a coyote she is reporting in the area near her home at 1763 123rd Avenue NW.

DISCUSSION

For many years now, Coon Rapids residents have from time to time reported seeing coyotes in our town. This is not a situation unique to Coon Rapids. Coyotes have become part of the natural landscape in suburban and urban areas throughout the state. The official advice from the Minnesota DNR is to "harass" or "haze" coyotes of particular concern in an effort to keep them afraid of humans as they are naturally shy animals.

Sick, injured, or aggressive coyotes should be reported to 911. An officer will respond to make an assessment of the animal.

RECOMMENDATION

No Council action is requested at this time.

cc: Pat Bork

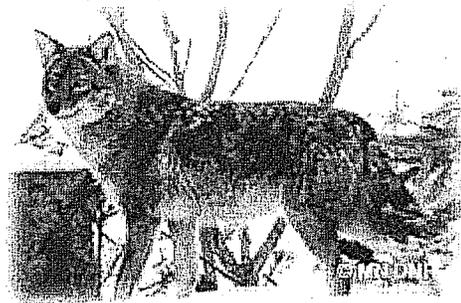
Attachments

[MN DNR Coyote Advice](#)

[Coon Rapids Coyote Info](#)

Urban Coyotes

Coyotes are wild members of the dog family, intermediate in size between red foxes and wolves. In Minnesota, coyotes average 30 lbs., and stand about 18" high at the shoulders. However, they may appear much larger due to their heavy fur coat, especially in winter. They are gray/brown in color, and somewhat resemble a small German Shepherd dog in appearance. Coyotes in Minnesota are loners, except when families are raising pups. Their primary foods are rabbits and mice, but they are very opportunistic, and will feed on other small mammals, deer, birds, carrion, and even melons.



Although coyotes can be found anywhere in Minnesota, distribution and population size is variable. Currently, populations are establishing and increasing in the Twin Cities metro area.

Most coyotes avoid people and domestic animals, but occasionally they will kill sheep, turkeys, and calves. They may also raid garbage cans, and kill domestic cats and small dogs. Healthy wild coyotes avoid people, and no attacks have ever occurred in Minnesota. However, attacks by urban coyotes have been reported in other states. Experts believe these attacks occur after a coyote has become accustomed to humans, or after being fed by humans.

If you are concerned about the presence of coyotes where you live, consider the following do's and don'ts:

DO:

- secure all garbage containers, wildlife feeders, and other food sources to prevent coyote access
- confine small dogs and cats in kennels, or supervise them when outside
- vaccinate all pets for rabies, distemper, parvo, and other diseases, as recommended by a veterinarian
- consider installing coyote-proof fencing
- harass (by chasing, shouting, etc.) any coyotes that do not immediately run from people

DON'T:

- do **not** feed coyotes
- do not leave pet food outside
- do not allow cats and small dogs outside, unattended

These simple suggestions should prevent most coyote problems. However, if depredation occurs or aggressive coyote behavior is observed, removal of the

coyotes may be necessary. Coyotes are unprotected in Minnesota, and may be taken at any time by shooting or trapping, without a license or permit.

The Minnesota Department of Natural Resources does not trap, shoot, or relocate coyotes. Where necessary, removal of coyotes is the responsibility of the landowner or tenant. For information on pest control contractors or trapping techniques for coyote removal, contact your local DNR Wildlife office or Conservation Officer. In cities with ordinances prohibiting the use of certain traps and/or firearms, you may need a city permit, or assistance from the city animal control agency.

Internet links for additional information on nuisance coyotes:

- [**The Cook County, Illinois, Coyote Project - Urban Coyote Ecology and Management**](#) 
- [**Co-Existing With Coyotes**](#) 



Coyotes within Our Borders.

Over the past few years, Coon Rapids has experienced coyote sightings and related activity. With the proximity of pockets of undeveloped land, wooded areas like the Coon Rapids Dam, and many city parks, opportunistic coyotes have found locations to thrive in. Many

suburbs in Minnesota and even cities like Los Angeles and New York have coyotes co-existing among humans.

Some facts about coyotes

Coyotes live in conditions ranging from deserts to dense forests. But they are highly adaptable to changing conditions and live just about anywhere they can find food. They hunt for rodents, birds, frogs, snakes and will eat foxes or small deer. If live prey is hard to find, they feed on berries, fruit, grass and even dead animals. As they edge toward human populations, they prey on livestock, attack pet dogs, cats and scavenge on garbage.

Mostly grey in color, the coyote resembles a small Collie or German Shepherd. It weighs between 25-35 pounds, has erect pointed ears, a slender muzzle and sports a bushy tail. In areas where they are hunted, they are wary of people. However, in urban and suburban areas, they associate people with an easy and dependable source of food.

Some steps to take to reduce human-coyote conflict

- Do not feed Coyotes
- Do not leave pets outside unattended for long periods of time.
- Walk your dog with a leash and don't allow them to run free in recreational and wooded areas.
- Do not leave pet food or garbage outside. Secure your garbage cans and eliminate garbage odor.
- Bird feeders should be positioned so coyotes can't feed on them. They are attracted to bird seeds and birds feeding at bird feeders.
- Trim and clean shrubbery to reduce cover or hiding places for coyotes.
- If you see coyotes frequenting your yard, discourage them by shouting, making loud noises or chasing them away.

By making life more difficult for coyotes, you will increase the likelihood that they will leave your area.

Some important reminders

Although coyotes are a threat to domestic pets, they are not a threat to humans. According to the Minnesota Department of Natural Resources, there has never been a documented coyote attack on a human in Minnesota. If you enjoy seeing coyotes, use binoculars and don't provide a habitat that will lure them closer.

All wild animals are unpredictable and caution should be observed when they are around.

Call 9-1-1 if you see a coyote acting aggressively.

City Code 7-205 prohibits discharging and use of dangerous weapons.

This information is provided to you by the Coon Rapids Police Department to address coyote activity in Coon Rapids. We hope to provide you with awareness and education in dealing with coyotes. If you have further questions, please contact the Coon Rapids Police Department at 763-767-6481.



City Council Regular

7.

Meeting Date: 08/20/2013

Subject: Open Mic Response - Rochelle Harris, 509 111th Avenue NW re: Traffic Safety Concerns
Kumquat/111 Ave NW

From: Brad Wise, Police Chief

INTRODUCTION

Ms. Rochelle Harris appeared before the Council at Open Mic on August 7th to express concerns over pedestrian safety on Kumquat St. in the area of Moor Park.

DISCUSSION

Ms. Harris had a young relative hit by a motorist traveling on Kumquat Street in 2012. She is concerned about the speed of traffic in the area as well as design features of the roadway and whether the signage on Kumquat is adequate given its proximity to a park.

The police department will place its speed trailer on Kumquat St. to raise awareness of vehicles speeds as they travel near the park. The department's traffic unit has also been directed to conduct enhanced enforcement in the area to reinforce the importance of pedestrian safety. Additionally, the City's traffic review committee, consisting of the Police Chief, Public Works Director, and a Traffic Engineer, will review the design and signage on Kumquat and will make recommendations for possible changes to enhance safety.

RECOMMENDATION

No Council action is requested at this time.

cc: Rochelle Harris



City Council Regular

8.

Meeting Date: 08/20/2013

Subject: PC 13-14 Consider approval of an Ordinance Amendment to allow Food and Related Goods as a permitted use in Ports Wellness and Evergreen

From: Scott Harlicker, Planner

INTRODUCTION

The City is requesting approval of an ordinance amendment to amend Section 11-903.3(1) to allow "Food and Related Goods" as a permitted use in Port Wellness and Port Evergreen.

DISCUSSION

Background:

In recent land use studies and resident surveys, the lack of grocery stores along Coon Rapids Boulevard is an issue that keeps coming up. Staff recently had a conversation with a property owner about the possibility of leasing his building to a tenant that wanted to open a grocery store. However, grocery stores, as well as other food related sales, are not permitted uses in Ports Wellness and Evergreen, but are permitted uses in the other Ports.

Analysis:

"Food and related goods" includes uses characterized by the sale of food and related goods to the public for consumption off the premises. Uses include grocery store/supermarket, butcher shops, bakeries, candy, green grocer and other specialty food and catering. These uses are limited to Port Riverwalk and Campus Square. However, "Eating places", which include delis, cafes, coffee shops, take out establishments and restaurants, all of which often include primarily take out sales, are allowed as permitted uses in all the Ports. In addition, "General retail", which includes the sale of items strictly for consumption, use and enjoyment off the premises, is also a permitted use in all the Ports.

It is not clear why "Foods and related goods" uses were separated from retail sales and made a prohibited use in Ports Wellness and Evergreen. Amending the code to allow "Food and related goods" as a permitted uses in Ports Wellness and Evergreen is reasonable, as the land use impacts of food sales is not significantly different from other retail sales.

It should be noted that this proposed code change does not alter the current maximum building floor area, which is 20,000 square feet in Ports Riverwalk and Campus Square. In Port's Evergreen and Wellness the minimum floor area is 5,000 square feet and there is no maximum.

Consistency with Framework Plan:

- **Port Wellness:** The Plan states that future uses are intended to complement the existing medical/office character of the Port. Commercial uses that provided commercial services to the Port are encouraged. Allowing food and related goods as a permitted use is consistent with this policy.

- **Port Evergreen:** The Plan for Port Evergreen is to maintain and strengthen it as a major commercial node. Allowing food and related goods is consistent with this policy.

City Council Meeting

On August 7th the City Council introduced the proposed ordinance. Staff explained that the 20,000 square foot maximum size was proposed and supported by the Commission.

Planning Commission Meeting

At the Planning Commission meeting held on July 18th one resident, Larry Turnquist, Peterson Pinney, spoke at the public hearing. He owns the property at 4151 Coon Rapids Boulevard, it is across the Boulevard from Mercy Hospital. He said he is negotiating with a grocery store to lease part of his building. This amendment would allow him to move forward with those negotiations.

The Commissioners discussed how a grocery store would fit with the intent of Port Wellness and Evergreen. There was some concern about a large grocery store locating in the Ports, and that situation would not be consistent with the intent of those two Ports. Most of the Commissioners believed that including food and related goods as a permitted use in Ports Wellness and Evergreen would benefit both Ports. To address the concern about a large grocery store, the Commission added language to the amendment that limited the size of the grocery store to 20,000 square feet.

RECOMMENDATION

In Planning Case 13-14 the City Council **adopt** the proposed ordinance **approving** the ordinance amendment to allow "Food and Related Goods" as a permitted use in Port Wellness and Port Evergreen.

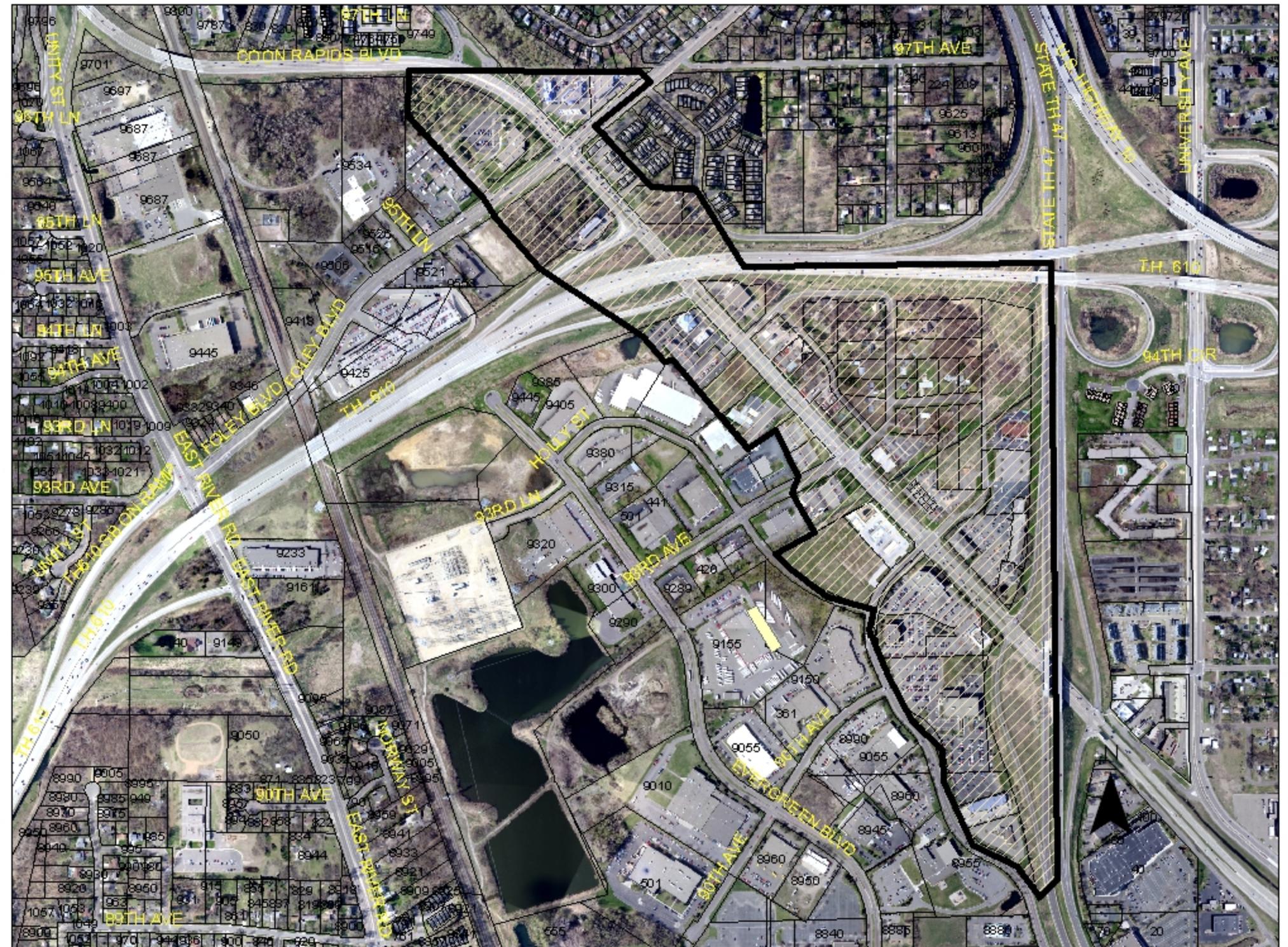
Attachments

Map Port Evergreen

Map Port Wellness

Proposed Ordinance

Location Map Port Evergreen



ORDINANCE NO.

AN ORDINANCE CHANGING FOOD AND RELATED USES FROM NOT PERMITTED (NP) TO PERMITTED USE (P) IN PORTS WELLNESS AND EVERGREEN AND THEREBY AMENDING REVISED CITY CODE – 1982 SECTION 11-903.3(1)

The City of Coon Rapids does ordain:

Section 1. Revised City Code – 1982 Section 11-903.3(1) is hereby amended as follows:

(Deletions in brackets, additions double underlined>

Use	River Walk	Campus Square	Evergreen	Wellness
Commercial and Office Uses				
Offices	P	P	P	P
Medical and dental clinics and offices	P	P	P	P
Bed and breakfast residence (up to six rooms)	C	C	NP	C
Parking – principal use	C	C	C	C
Service businesses ²	P	P	P	P
Bank, financial institution	P	P	P	P
Food and related goods ³	P	P	[NP] <u>P</u> ⁷	[NP] <u>P</u> ⁷
General retail ⁴	P	P	P	P
Eating places ⁵	P	P	P	P
Day care center	P	P	P	P
Funeral home, mortuary	P	P	P	P
Laundromat (self-service)	P	P	P	P
Hospital	NP	NP	NP	P
Motel, hotel, inn	C	C	P	C
Photocopying	P	P	P	P
Veterinary clinic (no exterior animal runs)	P	P	NP	NP
Printing and publishing	C	C	C	C
Studios of artists or craftspeople	P	P	P	
Service businesses with showroom or workshop, including office - warehouses (contractor, painter, etc.)	C	C	C	C
Small appliance repair (excluding internal combustion engines)	P	P	NP	NP
Theaters, assembly halls	C	C	NP	NP
Health clubs and fitness centers	C	C	C	C
Indoor recreation (bowling, billiards, etc.)	C	C	NP	P
Commercial outdoor recreation (swim club, miniature golf, etc.)	C	C	NP	NP
Limited production and processing ⁶	C	C	C	

⁷ Can occupy no more than 20,000 square feet of a building

Introduced this 7th day of August, 2013.

Adopted this ____ day of _____ 2013.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

9.

Meeting Date: 08/20/2013

Subject: Appeal Decision of the Board of Adjustment and Appeals in Case 13-07V, Daniel Flaherty, 11749 Bittersweet Street, 13-foot Side Yard Setback Variance

From: Cheryl Bennett, Housing and Zoning
Coordinator

INTRODUCTION

Daniel Flaherty is appealing a Board of Adjustment and Appeals decision denying a 13-foot side street side yard setback variance to locate an above-ground pool seven feet from the street side yard lot line on 118th Avenue NW. A 20-foot setback is required.

DISCUSSION

The petitioner purchased a 16-foot by 28-foot steel-framed, above-ground pool to replace an inflatable-sided pool in the same location. The petitioner learned of the setback requirement when meeting with staff regarding necessary building permits and sought a variance from the setback requirement. The former pool, now removed, was subject to the same setback and permitting requirements. However, a permit was never issued for that pool and there is no record of enforcement action regarding it.

The staff case report, Board meeting minutes and related materials are attached. Following their deliberation, the Board denied the variance, unable to make the findings necessary to approve a variance as required by City Code Section 11-1304.9(2), Standards for Approval (attached). In denying the variance, the Board adopted a Statement of Reasons for Denial (attached). Included in this statement, the Board determined that a pool located only seven feet from a street side yard lot line is not in keeping with the general purpose and intent of the setback ordinance, that the petitioner had not demonstrated that the variance sought was a minimum variance necessary and that the property can be used in a reasonable manner without the granting of a variance.

The City Council is held to the same City Code standards for approval when considering a variance. In your review, however, Council may find that the request does, in fact, meet those standards and approve the variance. Conditions may be imposed on the granting of a variance. In accordance with Minnesota statutes, any condition "must be directly related to and bear a rough proportionality to the impact caused by the variance."

Mr. Flaherty's written appeal is attached. He offers no specific reason in his appeal.

Council may deny the appeal and uphold the Board's decision, or it may grant the appeal and thereby grant the variance. To overturn the decision of the Board of Adjustment and Appeals, an affirmative vote of two-thirds of all members of Council is required.

RECOMMENDATION

In Case 13-07V, if Council finds the standards for approving a variance have not been satisfied, the Council should act to uphold the decision of the Board of Adjustment and Appeals.

If Council determines that the standards for approval for granting a variance have been satisfied, Council may overturn the Board's decision with an affirmative vote of five members.

cc: Daniel Flaherty

Attachments

BAA Case Report

BAA Meeting Minutes 130801

Petitioner's Appeal

Statement of Reasons for Denial

City Code Variance Standards for Approval



Board of Adjustment and Appeals - Regular Session

1.

Meeting Date: 08/01/2013

Subject: Street Side Yard Setback Variance, Daniel Flaherty, 11749 Bittersweet Street, 09-31-24-43-0080, Case 13-07V

From: Cheryl Bennett, Housing and Zoning Coordinator

INTRODUCTION

The petitioner requests approval of a 13-foot side yard setback variance from City Code Section 12-510 (1) to locate a 16-foot by 28-foot above-ground pool seven feet from the street side yard lot line along 118th Avenue NW. This will place the wall of the pool seven feet from the property line where a 20-foot setback is required.

Applicable Regulations: 12-510(1)

Findings Required: 11-1304.9(2)

Public Hearing

Decision by Board of Adjustment and Appeals

Appeal available to the Coon Rapids City Council

DISCUSSION

The property is located in the Thompson Heights 5th Addition, platted in 1960. It is a corner lot measuring 90 feet in width along the front property line on Bittersweet Street, 116.63 feet in depth along the street side yard on 118th Avenue NW, 94.02 feet across the rear property line and 128.86 feet in depth along the southerly interior side yard. The lot does not meet current development standards for a corner lot (90-foot width and 135-foot depth required), however, it complies with City Code requirements that permit the lot to be used for conforming uses and structures. According to dimensions provided by the petitioner, the house and garage appear to comply with current setback requirements, however, no survey has been provided that would verify this.

The lot is improved with a single family house of approximately 1,520 square feet fronting on Bittersweet Street and a detached garage of 672 square feet accessible from a driveway off 118th Avenue NW. An attached garage located in the front of the house has been converted to living space; the driveway to this former garage space remains. The original building was constructed at or near the minimum setbacks along Bittersweet Street (front) and the southerly, interior side property line. A deck measuring 10 feet by 20 feet deck is located along the rear wall of the garage; it extends to and is connected with the house. The deck overlooks a rear yard area of approximately 32 feet by 46 feet. There is also a shed measuring 8 feet by 12 feet located in the southeast corner of the rear yard. An existing fence encloses the side and rear yards. All fences enclosing swimming pools must meet the non-climbing type barrier and gate requirements of City Code.

The petitioner proposes to locate the pool in the street side yard adjacent to the northerly side of the house. The side yard ranges in depth from 27.5 feet to 30 feet. The boulevard adjacent to the side yard is approximately 14.5 feet deep. The pool is rectangular with rounded corners and measures 16 feet by 28 feet. It is capable being recessed in the ground to accommodate the slope of a yard and can include a deep end that will hold a water depth of up to seven feet. The proposed location places the pool seven feet from the side wall of the house and seven feet from the

street side property line. A setback of twenty feet from the property line is required.

Setbacks for pools are established by City Code Section 12-510, which reads, in part:

12-510 Location. No portion of a pool, pool deck, or pool appurtenance shall be located in front of the building line. In addition, the following setbacks shall apply:

- (1) Water Line:
 - Interior side or rear property line 10 feet
 - Street side or rear property line 20 feet

Additional setback requirements apply to mechanical equipment, pool decks and other appurtenances but no variances are being sought for these features. If the variance is approved, the decks, equipment and other items associated with the operation of the pool will need to comply with the appropriate setbacks.

CONSIDERATIONS

In evaluating variance requests, findings should be adopted. A 2011 state law allows that variances may be granted when the petitioner establishes that there are “practical difficulties” in complying with the City’s regulations. By statute, “practical difficulties” means that the property owner proposes to use the property in a reasonable manner not permitted by an official control, that the plight of the landowner is due to circumstances unique to the property not created by the land owner and that the variance, if granted, will not alter the essential character of the locality. These findings are incorporated into the City Code and are included in findings 3 – 6 below. Two additional findings of City Code (1 and 2 below) are also a stipulation of statute.

The granting of a variance from the setback regulations of City Code requires the following findings must be made:

1. The variance is in harmony with the general purposes and intent of the ordinance from which the variance is requested.

The City of Coon Rapids adopts land development regulations generally to promote the public health, safety and general welfare of its residents, visitors and the traveling public. The City Code establishes a minimum setback of 20 feet for the water line of a pool from a street side property line; its purpose, in part, is to provide a safe and uniform separation between this recreational use and the uses on the public right-of-way. The setback required for this improvement is the same setback required of other permanent improvements – for both principal and accessory uses in this district – from the street side property line, including houses, porches, decks, gazebos, garages, and sheds. The proposed setback of seven feet does not meet the general purposes and intent of the ordinance.

2. The variance is consistent with the Comprehensive Plan.

The Comprehensive Plan provides for complete and balanced residential neighborhoods that include a variety of housing resources, and includes goals and policies for maintaining the existing housing stock.

The applicant must demonstrate there are practical difficulties in complying with the ordinance from which the variance is sought. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems. Economic considerations alone do not constitute practical difficulties. In determining this standard, all the following must be met:

3. Unless the variance is granted, the property cannot be used in a reasonable manner. If a property can be used reasonably without the granting of a variance, it can be used in a reasonable manner.

The property is zoned Low-Density Residential-2 and the foremost use of properties located in this district is a detached single-family house, together with its accessory uses. The existing use and the physical development of this property meet or exceed the minimum development standards of this zoning district. The proposed pool can

be sited in the rear yard of this property without need of a variance.

4. The variance requested must be the minimum to make reasonable use of the property.

There are other options for providing a pool on the property. As noted above, the proposed pool can be located in the rear yard meeting code requirements, including setbacks. It may or may not require removal of a tree or trees in this location. The pool could be placed closer to the wall of the house, or a smaller pool could be installed.

5. The plight of the applicant or landowner is due to circumstances unique to the property not created by the applicant or landowner.

There are no obvious circumstances unique to this property.

6. The variance, if granted, will not alter the essential character of the locality.

A screening fence currently exists that encloses the street side and rear yards of the property. The pool structure itself will not likely be visible to general public. A pool on residential property is not an anomaly.

The petitioner's narrative explaining how the criteria for granting a variance are met with this request. It is attached.

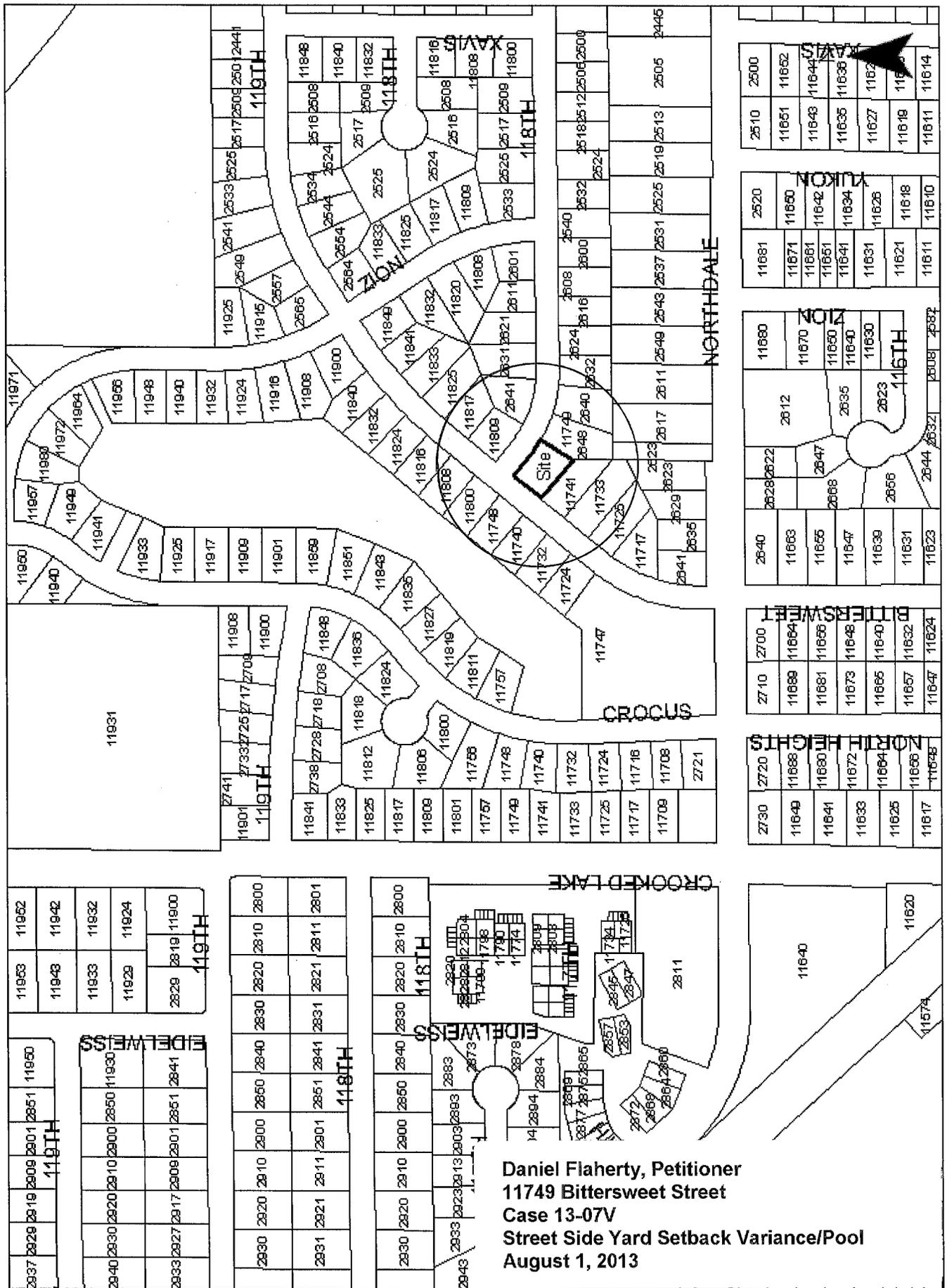
RECOMMENDATION

In Case 13-07V, staff recommends denial of a 13-foot street side yard setback variance from City Code Section 12-501(1) to locate a swimming pool seven feet from the street side property line based on the request failing to meet the findings required of City Code Section 11-304.9(2).

Attachments

Attachments

Location Map



Daniel Flaherty, Petitioner
11749 Bittersweet Street
Case 13-07V
Street Side Yard Setback Variance/Pool
August 1, 2013



13-07V 11749 Bittersweet St

Daniel Flaherty, Petitioner



Aerial Photo: Flown Spring 2011



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

VARIANCE NARRATIVE

1. The hardship that exists based on the circumstances unique to the subject property.

The hardship, obviously, is that my family and I cannot utilize our yard for a swimming pool, because we have an unusual corner lot. We are not seeking a variance that is inconsistent with the general standards of lot use in Coon Rapids. Many properties have pools. Our corner lot has a front yard and two other, smaller yards, one directly in back and one on the back side.

Because we have these smaller yards, and not a large back yard, the circumstances of our property are somewhat unique. The denial of the variance would deprive us of the ability to use our "backyards" for typical recreational purposes.

2. The request allows the minimal improvement that would make possible the reasonable use of the property.

The variance would allow us to install and enjoy our pool without strict adherence to set-back rules. Nothing more is requested. This is an above ground pool that will be recessed in the ground to follow the slope of the yard.

3. The request would not be detrimental to the neighborhood or the public welfare.

We have a five foot high fence surrounding the pool yard. The pool cannot be seen from the street. No utility issues would be created by allowing a set-back as is proposed. Our immediate neighbors have given their consent. The installation of a pool is not detrimental to the public welfare in any way. The edge of the pool would still be over twenty (20) feet from the curb. The proposed set-back will not result in a pool that is unsightly, unusual or problematic in any way.

4. This variance would not create a special privilege not common to other property in the same zoning district.

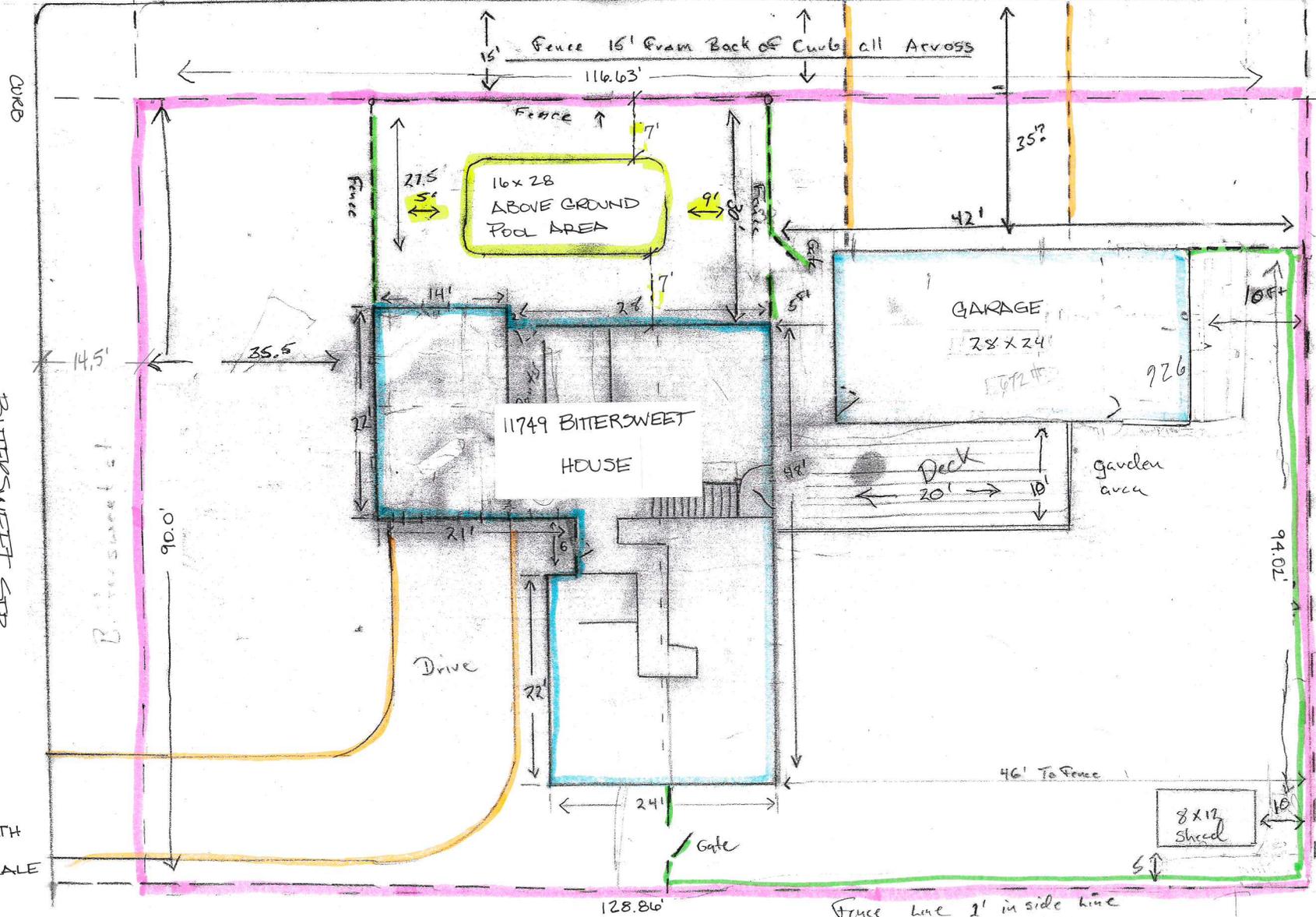
This variance is sought so we can install and enjoy a swimming pool. That is not a special privilege; it is a privilege common to most properties and their owners. We merely want the ability to do what others routinely do, and without any detrimental effect to the neighborhood or the provision of utilities.

Daniel Flaherty, Petitioner
11749 Bittersweet Street
Case 13-07V,
Street Side Yard Setback Variance/Pool
Petitioner's Narrative
August 1, 2013

Pool POOL
 Property P/LINE
 Fence FENCE
 Bld. BUILDING
 Drive DRIVE WAY

118th AVENUE NW

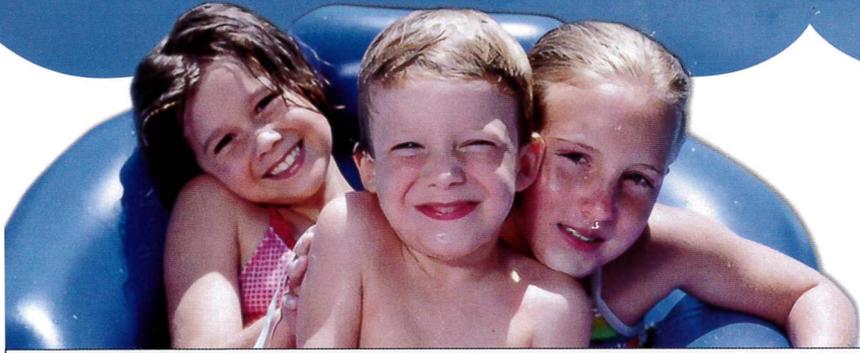
CURB



BITTERSWEET STR.

NORTH
 NOT TO SCALE

Daniel Flaherty, Petitioner
 11749 Bittersweet Street
 Case 13-07V
 Street Side Yard Setback Variance/Pool
 August 1, 2013



"the original portable pool"
doughboy[®]

The Silver Lake Pool

A beautifully designed marble pool wall with a sturdy steel frame that is built to last.

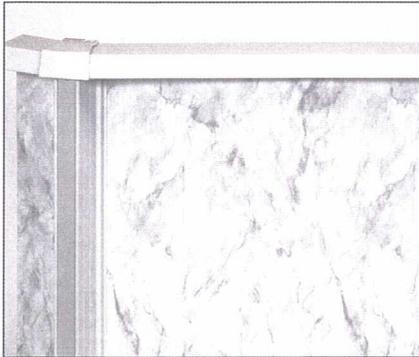
used x \$1,000⁰⁰



The Silver Lake Pool

Rugged and Beautiful

- **Strong Steel Frame.**
Flare 6" steel top rails and 6" steel vertical supports create a pool that is strong and built to last.
- **Stylish Two-toned Vertical Supports.**
The two-toned silver 6" columns are a beautiful accent to the Silver Lake wall.
- **Durable and Strong.**
Doughboy uses more top rails and vertical legs to create a more stable pool.
- **35 Year Warranty or longer on All Components.**



Pool Frames

No one else comes close. Doughboy pool frames are designed to last. Our frame steel leads the industry in terms of protective layers, coatings and treatments to provide unmatched protection against corrosion and abrasion.

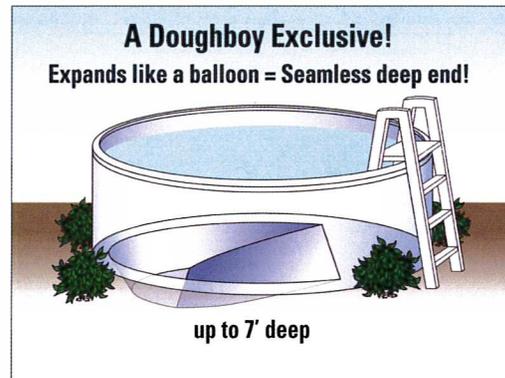


- **Com-Pac™ II Oval Support System.**
Superior engineering to maximize your pool. No other manufacturer can provide you with the space-saving features of the Com-Pac™ II.
- **Zinc Clad™ 11000.**
Hot-dipped galvanizing and numerous protective coatings for protection and corrosion resistance.

Liner Exclusives

The only above-ground pool manufacturer that produces virgin-vinyl liner material made to original Doughboy specifications. Liners are available in a variety of decorative patterns.

- **Exclusive "True" Expandable Liners** increase pool depth up to 7 feet with an optional Special-Purpose Deep Swimming Area for underwater swimming only.
- **Exclusive Therma-Seal™ Technology.**
This proprietary fusion method provides superior sealing for maximum durability and quality. Unmatched in the industry. We are so confident with this process that we cover the seams of our liners 100% for a lifetime.



A Size For Any Backyard

An excellent assortment of pool sizes to perfectly match your backyard.

Round

12' • 16'
18' • 21'
24' • 28'

Oval

20' x 12' • 24' x 12'
24' x 16' • 28' x 16'
32' x 16' • 34' x 18'
38' x 18' • 41' x 21'

Important: Misuse of your pool may result in crippling injury and/or other dangers to life and health. Do not dive or jump. Do not use slides, diving boards, or any other platform or object which can be used for improper pool entry. Use only an above-ground swimming pool ladder to enter or exit your pool. It is your responsibility to secure your pool against unauthorized, unsupervised or unintentional entry.

Change of Design: Doughboy Recreational expressly reserves the right to change or modify the design and construction of any product in due course of our manufacturing without incurring any obligation or liability to furnish or install such changes or modifications on products previously or subsequently sold.

Doughboy Recreational is in no way affiliated with any professional pool installer. If you have the pool installed by others, please supervise to be sure they comply with proper installation techniques as shown.



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COON RAPIDS BOARD OF ADJUSTMENT AND APPEALS MEETING MINUTES OF AUGUST 1, 2013

The regular meeting of the Coon Rapids Board of Adjustment and Appeals was called to order by Commissioner Rosand at 6:35 p.m. on Thursday, August 1, 2013, in the Council Chambers.

Members Present: Commissioners Jeanette Rosand, Teri Spano-Madden, and Aaron Vande Linde

Members Absent: Chairman Gary Wessling and Commissioner Trish Thorup

Staff Present: Housing and Zoning Coordinator Cheryl Bennett and Assistant City Attorney Doug Johnson

CALL TO ORDER

~~Commissioner Rosand called the meeting to order at 6:35 p.m.~~

~~Commissioner Rosand stated it would be necessary to elect a Chair Pro tem in Chairperson Wessling's absence.~~

ELECT CHAIR PRO TEM

~~MOTION BY COMMISSIONER VANDE LINDE, SECOND BY COMMISSIONER SPANO MADDEN, TO ELECT COMMISSIONER ROSAND AS CHAIR PRO TEM. THE MOTION PASSED UNANIMOUSLY.~~

APPROVAL OF THE AUGUST 1, 2013, AGENDA.

~~MOTION BY COMMISSIONER VANDE LINDE, SECOND BY COMMISSIONER SPANO MADDEN, TO APPROVE THE AUGUST 1, 2013, AGENDA AS AMENDED. THE MOTION PASSED UNANIMOUSLY.~~

APPROVAL OF THE MARCH 7, 2013, MEETING MINUTES

~~Chair Pro tem Rosand offered the following corrections: Page two, second paragraph, second sentence, place the word "for" after the word "made". Page four, second paragraph from the bottom, the word "and" at the end of the first line should be "an". Page six, first paragraph in item 7., add the word "if" after the word "asked".~~

~~MOTION BY COMMISSIONER SPANO MADDEN, SECOND BY COMMISSIONER VANDE LINDE, TO APPROVE THE MARCH 7, 2013, MEETING MINUTES AS AMENDED. THE MOTION PASSED UNANIMOUSLY.~~

NEW BUSINESS

1. CASE 13-07V – DANIEL FLAHERTY – 11749 BITTERSWEET STREET – STREET SIDE YARD SETBACK

Chair Pro tem Rosand reviewed the background on the case.

Housing and Zoning Coordinator Cheryl Bennett noted the code language for granting a variance had been amended in response to legislative changes and that this was the first variance to be heard under the new code section noting, however, that the Board had considered a variance under the new law previously and had discussed it a work session. She stated staff was recommending denial of the variance as staff determined the property can be used in a reasonable manner without the granting of the variance. She noted findings needed to be made for a denial of a variance and referenced the proposed findings presented to the Board.

Chair Pro tem Rosand opened the public hearing at 6:41 p.m.

Petitioner Daniel Flaherty, 11749 Bittersweet Street, stated he was seeking to install an above-ground pool on his side yard. He stated reading the variance information was very difficult for a lay person and that he did not know what undue hardship was. He noted his property was about a half block from the old pool and when it closed, they put in a sand pit and put a blow up pool in this spot, but last year the pool needed replacing. He stated his family loved to swim and it made sense to have the pool in the location they were proposing. He noted his drawings were not completely accurate as to the scale. He stated one difficulty was space. He stated here was only 22 feet between the shed and the deck and that there was a new 22 to 25-foot tree planted there. He also noted that a fire pit and a small ornamental pond were located in this space as well. He noted the backyard space was designed for relaxation. He stated a second difficulty was the location of the trees. He noted it was not practical to remove the trees because they were not his trees. He noted his neighbor's backyard had many mature trees and covering his yard in shade 80 percent of the time. He stated it would be impossible to keep a pool clean in his backyard as well as the economics if a branch should fall on the pool. He stated a third issue was the sun. He indicated a pool by its nature should be located in the sun, which was not possible in the backyard. He stated it would also be impossible to heat the pool if it was in the backyard with a solar blanket. He stated another issue was privacy, which for his family was the biggest issue. He noted his backyard was overlooked by two, two story homes with their bedrooms being located looking over his backyard. He stated there was no way to put a fence high enough to prevent his neighbors from seeing his pool. He indicated his family was not comfortable enjoying their pool not knowing if they had privacy. He noted one of his neighbor's trees, which hung over his property. He stated he had looked at trimming the tree, but the cost was very expensive. He stated another issue was that they also had a low fence in their backyard because they liked talking to their neighbors and noted there was a privacy fence where the blow up pool was located. He stated he understood the setback, but there were other things such as this pool was not a permanent structure and he did not believe it should be lumped in with permanent structures. He indicated this pool could be taken down within 24 hours. He stated there was no room in the backyard for the pool without considerable expense in removing trees, keeping them trimmed, removing his shed and possibly realigning his deck. He stated his pool would be 22 to 25 feet off of the street curb where they were proposing to locate it, which seemed like a reasonable distance. He stated they had checked with their neighbors and his neighbors were not in disagreement with this proposal. He noted his side yard was private, which was very important to his family. He indicated his side yard was a very logical place to put the pool. He stated their backyard was for relaxation and they wanted the side yard to be for recreation. He noted his neighbor had received a variance for putting on a front porch. He stated another neighbor received a variance for a garage.

Chair Pro tem Rosand asked if the tree planted was a new tree between the shed and the deck. Mr. Flaherty responded the tree had been there around ten years. He stated this tree and other trees were planted in anticipation of neighbor's trees dying noting they had reached their maturity.

Chair Pro tem Rosand inquired about the trees on the lot line. Mr. Flaherty stated his neighbor's lot had a lot of trees on it. He noted his backyard was fully shaded.

Chair Pro tem Rosand asked would any trees needed to be removed from his yard if the pool was put in the backyard. Mr. Flaherty replied one tree would need to be removed, as well as their firepit and the ornamental pond. He stated they had purchased the pool already, without thinking a permit would be required.

Commissioner Vande Linde noted this was an above-ground pool and he inquired if the ordinance referred applied to a non-permanent structure. Ms. Bennett responded that it did apply and that the old pool should also have met the setback requirement and noted it did not make a difference if the pool was above or below ground level.

Chair Pro tem Rosand noted the Commission had specific requirements they had to follow. Mr. Flaherty stated this would not infringe on anyone's use of the space and nobody would be impacted by this pool.

Chair Pro tem Rosand asked if the City had received any negative feedback. Ms. Bennett responded there had been no feedback.

Ms. Bennett stated Mr. Flaherty noted it made the most sense to place the pool in this location, but that the statute does not address reasonable location, but rather if the property can be put to a reasonable use.

Donna Hensch, 2648 118th Avenue NW, stated she was the next-door neighbor to the Mr. Flaherty. She noted in 1981 they had to get a one-foot variance in order to put on a front porch. She stated Mr. and Mrs. Flaherty should be able to enjoy their property as they wanted. She noted the neighbor on the other side did not follow the rules. She stated there was another neighbor who ran a towing service and had a flatbed trailer, which was also against the rules. She believed this request should be approved and that these neighbors were a plus to the neighborhood.

As no one further wished to speak, Chair Pro tem Rosand closed the public hearing at 7:02 p.m.

Chair Pro tem Rosand stated she had driven past the property a couple of times and that she could see remains of the previous pool. She noted this was very close to the street and she did not see the backyard. She believed they needed to rely on what staff had provided; that there was space for the pool there.

Commissioner Spano-Madden stated Mr. Flaherty made a good point in that the pool should be located in the sun, but she realized they had to follow the criteria.

Chair Pro tem Rosand believed this was not a safety issue and that they could not consider that there would be a significant cost to the applicant to place the pool in his backyard.

Assistant City Attorney advised the Board that the City Code does not require the pool.

Chair Pro tem Rosand noted the findings in the staff report that must be reached in order to approve a variance. Following discussion, it was the consensus of the Board that the variance request to locate the swimming pool seven feet from the public street right-of-way does not meet the general purposes and intent of the setback regulations.

Commissioner Vande Linde state he believed the petitioner has identified practical difficulties and met the second consideration. Ms. Bennett stated that the second condition regards consistency with the Comprehensive Plan and staff does not necessarily consider the request is inconsistent.

Ms. Bennett noted in considering practical difficulties, the Board had to look at the statutes and clarified that the paragraph immediately preceding the third consideration in the staff report really introduces the Board to the consideration of practical difficulty, a multi-pronged test covered by the following items in the report.

Regarding the third consideration, Chair Pro tem Rosand stated that it may not be the most desirable situation, but the variance was not necessary for them to use the property in a reasonable manner.

Assistant City Attorney Johnson stated City Code did not require residents have certain size pools, but Code does require a certain size garage and if someone could not build that certain size garage due to their lot size, they might be granted a variance.

Regarding the fourth consideration that requires a variance be the minimum variance to make reasonable use of the property, Commissioner Spano-Madden noted they could request a ten foot variance instead of a 13-foot variance.

Regarding the fifth consideration, Chair Pro tem Rosand stated there were no obvious circumstances unique to this property.

Regarding the sixth consideration that requires a variance not alter the essential character of a locality, Commissioner Vande Linde stated this was the one he had problems with. He noted a couple of years ago they had a case where a driveway needed a variance and they were overruled on it by the City Council. Commissioner Spano-Madden stated that because the area is screened, it gives her pause in the petitioner's favor.

Chair Pro tem Rosand noted the Commission was concerned with only this property tonight.

Mr. Johnson asked whether the Proposed Statement of Reasons for Denial provided them mapped their discussion and consensus.

Chair Pro tem Rosand read the Proposed Statement of Reasons for Denial and asked the Commissioners if they agreed with each reason.

The Commissioners concurred with the first reason for denial in that the proposed setback of seven feet from the public street right-of-way does not meet the general purpose and intent of the setback ordinance of maintaining safe, uniform setbacks from the public rights-of-way.

The Commissioners did not agree with the second reason or denial. Commissioner Vande Linde stated the applicant has demonstrated there were practical difficulties in locating the swimming pool on the property.

Commissioner Spano-Madden stated she thought the third reason for denial of the variance, that the variance requested be the minimum to make reasonable use of the property, was irrelevant. Commissioner Vande Linde stated he believed it was relevant. Chair Pro tem Rosand agreed it was

relevant. Commissioner Spano-Madden asked if the pool was placed three feet closer to the house, how close to the house would it be. Mr. Flaherty responded it would be around five feet.

Ms. Bennett noted a decking of four feet is required around the pool and that with an above-ground pool, the ground surface may satisfy the requirement. Staff's position is that the request, proposing to locate the pool seven feet from the wall of the structure, is not the minimum request.

Commissioner Rosand stated she was okay with the wording.

Commissioner Spano-Madden and Commissioner Vande Linde agreed.

The Commissioners agreed with the fourth reason for denial regarding reasonable use of the property.

Ms. Bennett noted that the last sentence in Paragraph 3. should read "...a smaller pool *could* be placed..." rather than "would" be placed.

MOTION BY COMMISSIONER VANDE LINDE, SECOND BY COMMISSIONER SPANO-MADDEN, IN CASE 13-07B TO DENY THE APPLICATION FOR A VARIANCE AND TO ADOPT THE PROPOSED FINDINGS MODIFYING PARAGRAPH 2. TO READ: THE PETITIONER HAS DEMONSTRATED THAT THERE ARE PRACTICAL DIFFICULTIES IN LOCATING THE SWIMMING POOL WITHIN THE REQUIRED SETBACK REGULATIONS IN THE REAR YARD OF THE PROPERTY. THE MOTION PASSED UNANIMOUSLY.

2. ——— ADJOURNMENT

~~MOTION BY COMMISSIONER SPANO MADDEN, SECOND BY COMMISSIONER VANDE LINDE, TO ADJOURN THE MEETING AT 7:32P.M. THE MOTION PASSED UNANIMOUSLY.~~

Respectfully submitted,
Kathy Altman
~~Board of Adjustment and Appeals Secretary~~

To:
Coon Rapids City Counsel

From:
Daniel Flaherty
11749 Bittersweet St. N.W.
Coon Rapids, MN 55433

In the matter of case 13-07U of Coon Rapids Board of Adjustment and Appeals.
We, Daniel and Gwen Flaherty, would like to appeal the decision before the City Counsel at your earliest convenience. Please contact us in regards to a date and time.



Sincerely,
Daniel L. Flaherty

A handwritten signature in blue ink, which appears to be "Daniel L. Flaherty". To the right of the signature is the date "8/6/13" written in blue ink.

Cell: (612) 366-5086
Home: (763) 754-0444
11749 Bittersweet St. N.W.
Coon Rapids MN 55433

IN THE MATTER OF APPLICATION FOR 13-FOOT SIDE YARD SETBACK VARIANCE FROM CITY CODE SECTION 12-510(1), DANIEL FLAHERY, PETITIONER, FOR THE PROPERTY LOCATED AT 11749 BITTERSWEET STREET, COON RAPIDS, MINNESOTA.

CASE 13-07V

STATEMENT OF REASONS FOR DENIAL PURSUANT TO MINN. STAT. § 15.99, Subd. 2.

This matter came before the Board of Adjustment and Appeals on August 1, 2013, for a final decision subject to appeal to the City Council within ten days.

Based upon the testimonies received and upon all other information brought before the Board, the Board hereby denies the application based on the following reason(s):

1. The proposed swimming pool setback of seven feet from the public street right-of-way does not meet the general purpose and intent of the setback ordinance of maintaining safe, uniform setbacks from the public rights-of-way.

2. The petitioner has demonstrated that there are practical difficulties in locating the swimming pool within the required setback regulations in the rear yard of the property.

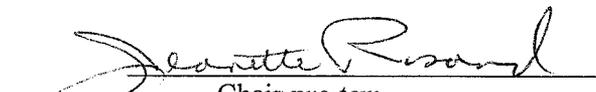
3. The petitioner has not demonstrated that the variance being requested is the minimum variance necessary. The proposed pool, while still requiring a variance could be placed three feet closer to the side wall of the principal structure or a smaller pool could be placed in this general location meeting all setback requirements.

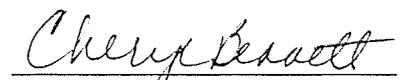
4. The property can be used in a reasonable manner without the granting of the requested variance. The property is zoned Low-Density Residential-2; the existing development on the property meets or exceeds the minimum development standards of this zoning district.

This decision will become a final agency decision unless appealed to the Coon Rapids City Council within ten days.

Adopted by the Coon Rapids Board of Adjustment and Appeals on a 3 to 0 vote this 1st day of August 2013.

ATTEST:


, Chair pro tem
Jeanette Rosand


Cheryl Bennett
Housing and Zoning Coordinator



TITLE 11
LAND DEVELOPMENT REGULATIONS

CHAPTER 11-300
ADMINISTRATION

(VARIANCE PROCEDURE AND REQUIREMENTS)

11-304.9 Variances.

(1) **When used; Process.** A request under Minn. Stat. 462.357 to vary from the standards of this title. A public hearing is required, and the Board of Adjustment and Appeals is the decision maker, subject to appeal to the City Council.

(2) **Standards for Approval.** A variance may be granted after the following findings are made:

(a) The variance is in harmony with the general purposes and intent of the ordinance from which the variance is requested.

(b) The variance is consistent with the Comprehensive Plan.

(c) The applicant demonstrates there are practical difficulties in complying with the ordinance from which the variance is sought. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems. Economic considerations alone do not constitute practical difficulties. In determining this standard, all the following must be met:

(i) Unless the variance is granted, the property cannot be used in a reasonable manner. If a property can be used reasonably without the granting of a variance, it can be used in a reasonable manner.

(ii) The variance requested must be the minimum to make reasonable use of the property.

(iii) The plight of the applicant or landowner is due to circumstances unique to the property not created by the applicant or landowner.

(iv) The variance, if granted, will not alter the essential character of the locality.

(d) **Special exemption for earth-sheltered construction:** Variances must be granted for earth sheltered construction as defined in Minn. Stat. §216C.06, subd. 14, when in harmony with the ordinance.

Revised City Code - 1982

Minn. Stat. 462.357 provides that: The board or governing body as the case may be may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.

An approved variance has no time limit unless specified as a condition of the variance.



City Council Regular

10.

Meeting Date: 08/20/2013

Subject: Discuss Potential Closure of Trackside Dog Park

From: Tim Himmer, Public Works Director

INTRODUCTION

Staff and Council have received several noise and parking complaints over the past couple of years related to the dog park at Trackside Park, prompting some residents to request that the dog park be permanently closed. The fate of this dog park has been discussed recently in conjunction with the planning for a new dog park located in the Bunker Hills Regional Park.

DISCUSSION

In May of this year, a resident inquired about the status of the new dog park at Bunker Hills and whether that opening would trigger the closure at Trackside. Staff's response to this inquiry was that the decision of whether or not to close Trackside dog park would occur when the Bunker Hills dog park was complete and Council had an opportunity to discuss the situation. The dog park at Bunker Hills officially opened on August 5th; additional way-finding signage must still be installed and this will occur when the final amenities (benches, tables, etc.) are installed later this month.

RECOMMENDATION

Staff is seeking direction from the City Council on how they would like to proceed with the dog park located at Trackside Park. Options to consider include:

- Do nothing; leave Trackside dog park open. With the new dog park at Bunker Hills now open it is conceivable that some of the Trackside users will utilize this new location and potential concerns will be reduced at Trackside.
- Close Trackside dog park immediately, including appropriate fence removals.
- Close Trackside dog park at the end of the year. This would allow for the posting of signage at Trackside that would outline the pending closure and direct users to the new location at Bunker Hills.

Staff believes that allowing the dog park at Trackside to remain open until the end of the year would provide some time to adequately notify the users, with signage on site and information in the local newspaper & City newsletter. It also allows for a brief period of time to determine whether some of the previously expressed concerns are mitigated by existing users relocating to Bunker Hills.



City Council Regular

11.

Meeting Date: 08/20/2013

Subject: Community Development Block Grant Program - Authorize 2013 Housing Rehabilitation Service Contract and Amendment to Program Guidelines

From: Cheryl Bennett, Housing and Zoning Coordinator

INTRODUCTION

The City has been awarded Community Development Block Grant (CDBG) project funds from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$210,751 for program year 2013 to provide housing rehabilitation services for homeowners earning not more than 80 percent of area median income, currently \$64,400 for a family of four. In addition, \$6,875.50 in program income from the City's CDBG Housing Rehabilitation has been realized and must be expended. The City Council is asked to authorize the preparation and execution of a service contract with the Greater Metropolitan Housing Corporation (GMHC) to provide these services for program year 2013 (July 1, 2013, to December 31, 2014). In addition, Council is asked to approve a change to the program guidelines regarding the maximum allowable assets of recipients.

DISCUSSION

The City has directed its 2013 CDBG program entitlement allocation to the housing rehabilitation program. This program has provided qualifying homeowners with housing rehabilitation loans since 2001 and, beginning in 2011, loans for energy efficiency improvements. Housing rehabilitation loans provide zero-interest, deferred loan funds of up to \$24,999 for housing rehab work plus additional funds not to exceed \$5,000 in grant assistance to address lead-based paint hazards. Up to fifty percent of the rehab loan is forgiven after five years. Loans for energy efficiency improvements provide up to \$10,000 in a zero-interest, deferred loan that is completely forgiven after ten years. Within the terms of these loans, if a property is sold or is no longer the principal residence of the borrower, the outstanding loan balance becomes due. Loan repayments are program income and are placed back into the loan program unless reprogrammed for another use. Property owners may not access both programs, however, the housing rehabilitation loan program can address both energy and property maintenance needs. The number of housing units assisted by 2013 CDBG program funds will depend upon the size of the individual projects. Staff estimates that between eight and twelve households will receive benefit.

Interest in the program remains strong but an increasing number of homeowners are turned away from the program, failing to meet program guidelines. The most common reason applicants are denied access is due to exceeding program asset guidelines. Current guidelines limit gross asset holdings to \$25,000 per household. Gross assets include cash; cash value of life insurance policies, securities and bonds; market value of real estate (excluding the property to be improved); the value of personal property (excluding household furnishings, clothing and one car); and retirement and pension funds until drawn upon. Many households depend on more than one vehicle and even a modest retirement fund put this program out of reach for many otherwise eligible Coon Rapids residents. Staff reviewed the asset limits of similar metro area CDBG housing rehab programs and found they range from having no asset limits to \$50,000 excluding retirement and pension funds. The federal program requires no asset means test for participants of this program.

Staff is proposing the City's CDBG Rehab program guidelines be amended to increase the amount of assets that can

be held by recipients of the program by excluding the first \$100,000 of value of retirement and pension funds held by applicants of the program. The limit would remain at \$25,000 but allow for this exclusion.

Following a competitive proposal process, the City Council first awarded the housing rehabilitation program service contract to GMHC in 2003 and Council has authorized service contracts to GMHC in each succeeding year. With the exception of 2009, when reduced program use due to housing market conditions at that time caused the City to reprogram funds for other uses, GMHC has fulfilled each contract. The administrative services provided by this contract include program marketing, intake and application, income and asset verification, site inspection, scope of work preparation, bidding, bid award, contract execution, construction oversight and document filing. GMHC has consistently provided quality service. Through July 31, 2013, GMHC has closed 134 loans totaling over 2.6 million dollars. GMHC has successfully fulfilled previous contracts and amendments thereto and is expected to complete the 2012 Service Contract by the required completion date of December 31, 2013. Staff recommends the Council approve the 2013 Service Contract with service fee of 15 percent. This fee is unchanged from 2012.

RECOMMENDATION

- a. Staff recommends the City Council approve an amendment to the Asset Determination for Eligible Recipients of the Coon Rapids CDBG Housing Rehabilitation Loan Program Procedural Guidelines to exclude the first \$100,000 in value of retirement and pension funds.

 - b. Staff recommends the City Council authorize the Mayor and City Manager to execute a Service Contract, together with any other necessary documents, with the Greater Metropolitan Housing Corporation to administer the 2013 CDBG Housing Rehabilitation Program.
-



City Council Regular

12.

Meeting Date: 08/20/2013

Subject: Authorize 2013 Special Election

From: Cathy Sorensen, City Clerk

INTRODUCTION

Council is asked to adopt a resolution calling for a special election and referendum to authorize a bond issue for the parks and trails system.

DISCUSSION

At their May 7, 2013 meeting, Council approved establishing a referendum election and appropriate funding for related expenses. This referendum allows the public to vote on whether or not to authorize the City Council to issue general obligation bonds for the purpose of funding improvements to the City's parks, open space and trail system. The proposed resolution calls for the special election and approves the question that will appear on the ballot.

RECOMMENDATION

Adopt Resolution 13-83 calling for a special election for the authorization of a bond issue for a parks, open space and trail system referendum in the amount not to exceed \$17,400,000.

Attachments

Resolution 13-83

RESOLUTION NO. 13-83

RESOLUTION CALLING FOR A SPECIAL ELECTION FOR THE AUTHORIZATION OF A BOND ISSUE FOR A PARKS, OPEN SPACE AND TRAIL SYSTEM REFERENDUM

WHEREAS, the Parks and Recreation Commission and Parks and Trails Task Force of the City of Coon Rapids have presented the City Council a proposed improvement project involving the renovation and improvements of parks, open space and trail system infrastructure located within the City of Coon Rapids; and

WHEREAS, the City Council has given its approval to the proposed project; and

WHEREAS, the estimated cost of the project is \$17.4 million, which includes costs of issuance and capitalized interest, and is proposed to be financed through the issuance of general obligation bonds; and

WHEREAS, State Statute requires that general obligation bonds can be issued only after approval by the electorate.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that a special election be held in conjunction with the general election to be held on the 5th day of November, 2013, at which time the following proposal will be submitted to the electorate, to-wit:

CITY QUESTION

APPROVAL OF PARKS, OPEN SPACE AND TRAIL SYSTEMS BOND ISSUE

“Shall the City Council of the City of Coon Rapids be authorized to borrow money and issue general obligation bonds, in one or more series, in the amount not to exceed \$17,400,000 for the purpose of renovation, acquisition, betterment and improvements of parks, open space and trail system infrastructure in the City.”

Yes

No

"BY VOTING "YES" ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A PROPERTY TAX INCREASE."

Adopted this 20th day of August, 2013.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

13.

Meeting Date: 08/20/2013

Subject: Update on Gate Closure Located on Crane Street Near 133rd Avenue

From: Tim Himmer, Public Works Director

INTRODUCTION

Staff has been investigating the gate closure that was installed on Crane Street NW in 2008, just south of 133rd Avenue NW. The gate appears to have been installed following completion of WEXFORD VILLAS, as the remainder of the WEXFORD development was being planned, over neighborhood speeding and cut through traffic concerns. Crane Street in this location is signed "emergency vehicles only" and the gate is closed approximately half the year; only being open in the winter to aid in snow clearing activities.

DISCUSSION

Crane Street is a local roadway that is approximately 28' wide and is centered in a 50' right-of-way (ROW), with no pedestrian amenities. Avocet Street is a State Aid collector roadway that is approximately 32' wide and centered in a 60' ROW, with a sidewalk along the east side. The intersection of Avocet and 133rd is constructed in such a way as to eliminate the opportunity to take a northbound right turn onto eastbound 133rd Avenue; this construction appears to result in drivers detouring over to Crane Street so they can make the right turn on 133rd heading to the compost site. Attached are minutes from the May 20, 2008 Council meeting that outline the options considered at that time, and the discussion surrounding the installation of the gate on Crane Street and the Avocet intersection design at 133rd.

This spring staff was slow to close the gate in this location, which led to a few phone calls from concerned citizens asking about the timing to get it closed. Staff began doing some research to better understand the history of this gate, and why we would be limiting use of a public roadway. This led to several conversations with members of the WEXFORD VILLAS home owners association, and ultimately a vote among all homeowners within this development. The property management company for the association conducted a survey of its residents; which showed that 35 desire to have the roadway open all year, 8 prefer to have it closed all year, 5 requested it remain as is (open in winter only), and 1 wanted nothing to do with the survey.

RECOMMENDATION

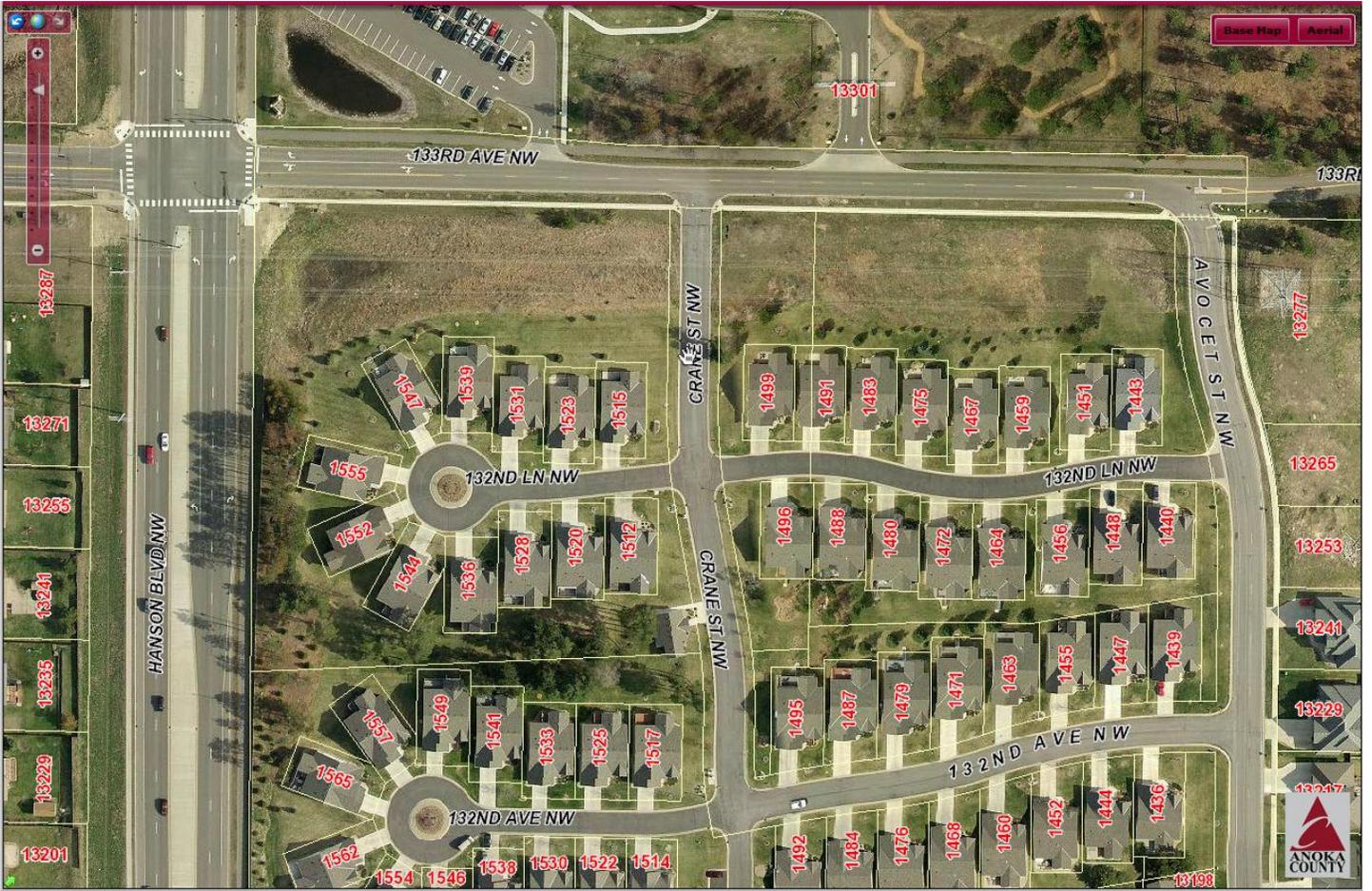
The City Council is being asked to consider this new information from the association that lobbied for the gate in the first place, and consider whether it is still warranted. There is a general concern from staff's perspective with limiting use of a public roadway and the precedence this may set for other neighborhoods with similar speeding and cut through traffic concerns. Staff is seeking direction from the Council on how they would like to proceed with this particular gate.

Attachments

Location Map

Area Map

May 20, 2008 Council Minutes





MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER SANDERS, TO ADOPT RESOLUTION NO. 08-30(8) APPROVING PLANS AND ORDERING AD FOR BIDS. THE MOTION PASSED UNANIMOUSLY.

- 10. WEXFORD VILLAS AREA, PROJECT 07-35:
 - A. CONSIDER CRANE STREET NW CONNECTION TO 133RD AVENUE NW
 - B. CONSIDER APPROVAL OF INTERSECTION DESIGN FOR AVOCET STREET NW AND 133RD AVENUE NW
-

City Engineer Vierzba presented a memorandum to Council stating on February 6, 2008, Council held a hearing for residents of Wexford Villas area regarding whether Crane Street NW should be connected to 133rd Avenue NW or not. Staff is requesting Council consider plans for this, based on feedback from the homeowner's association. Staff would also like Council approval of the proposed intersection design at Avocet Street NW and 133rd Avenue NW so that final plans can be submitted to MnDot for approval.

A. Crane Street NW and 133rd Avenue NW

Residents have indicated that a majority would like to keep Crane Street NW closed to traffic at 133rd Avenue NW. On February 6, 2008, Council had indicated that if the association would grant street easement to the City, the City would install a cul-de-sac on Crane Street NW with an emergency access to 133rd Avenue NW that would be gated to prevent through traffic. City staff proceeded to prepare a plan for the cul-de-sac and estimated the cost to be \$20,000. The homeowners' association was contacted and they indicated that they would be willing to dedicate the easement for the cul-de-sac but would rather have the road built without a cul-de-sac and gated to prevent through traffic. This would prevent through traffic and provide for emergency vehicle access while saving the cost of the cul-de-sac construction. However, snow plowing would still take extra effort as the plows could not get through the gates. Staff had suggested to the homeowners' association that the gates could be opened during the snow season and closed the rest of the year including compost traffic time. The association does not want the gates opened at any time. The association also indicated that they would not be willing to pay for the extra cost of a cul-de-sac.

Alternate No. 1 -Connect Crane Street NW to 133rd Avenue NW and Install Gates

Pros

- 1. Homeowners prefer this plan rather than a cul-de-sac that would take up more of their property
- 2. Saves cost of construction and maintenance of a cul-de-sac
- 3. Provides for emergency vehicles

Cons

1. Snow plowing is hindered by the gates. Trail plow would be used to open emergency access in winter.
2. Homeowners do not want gates left open during snow months to allow for normal snow plowing

Alternate No. 2 -Construct cul-de-sac and Install Gates

Pros

1. Provides space for snow plows to turn around
2. Provides for emergency vehicles

Cons

1. Homeowners prefer to not have a cul-de-sac
2. Extra cost of construction is estimated to be \$16,700 that would be paid by City
3. City would plow snow on cul-de-sac which takes more time, cul-de-sacs are plowed by a different piece of equipment
4. Snow plowing of emergency access is hindered by the gates. Trail plow would be used to open emergency access in winter.

B. Avocet Street NW and 133rd Avenue NW

Council has requested that the intersection be designed to prevent right-turns from northbound Avocet Street NW to eastbound 133rd Avenue NW to try to keep people from using Avocet Street NW to get to the compost site. A raised median could be installed on 133rd Avenue NW that would make it difficult for right-turns. There would be stop signs for traffic in all three directions and a "No Right Turn" sign for northbound traffic. This plan was sent to MnDot and preliminary approval was given. Staff would like Council approval before final plans are sent to MnDot for approval. The cost of the cul-de-sac, if constructed, would be paid from street reconstruction funds through general tax levy.

Councilmember Schulte noted either way they would need a gate for emergency access and noted that it would not get plowed and therefore could not be used. City Engineer Vierzba stated they would need to open the gates in the winter, plow, and then close the gates.

Councilmember Schulte suggested they install the gate and make the snow removal the responsibility of the association. If not he agreed with staff's recommendation to leave the gates open all winter.

Councilmember Manning stated the residents did not have an issue with the gates being open all winter.

Councilmember Klint asked why they should let some residents dictate to the City what should be done and have the City pay for it. She noted this was not what they had done in the past. She stated

they were defeating the purpose if what they wanted to do was to get emergency access through. She liked the idea of having the homeowners' association keeping it open.

Councilmember Schulte noted the townhome association did not really want a cul-de-sac, but either way there would be a gate. He noted a cul-de-sac really had no merit, except for the plow to turn around. City Engineer Vierzba responded that was correct and even once the plow passed through another piece of equipment had to come through to clear out the remaining snow.

Councilmember Schulte asked if both the City and homeowners' association was saying that a normal road with gates was the best plan and the difference between the homeowners and City staff was that the homeowners did not want the gate to be open during the winter. City Engineer Vierzba responded that was correct and he believed keeping the gate open would be a good compromise.

City Manager Fulton noted the best recommendation would be to have this as a public street and not have a gate.

Ted Trahan, 1555 -132nd Lane NW, President Wexford Villas Homeowners' Association, stated the residents decided as long as the street was signed that this was an emergency entrance and people would be ticketed if it was not used as an emergency entrance, they agreed with staff's recommendation.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER SANDERS, TO MOVE STAFF RECOMMENDATION ALTERNATE "A" THAT CONNECTION TO 133RD AVENUE NW WITH GATES TO RESTRICT TRAFFIC EXCEPT GATES WOULD BE OPEN DURING SNOW SEASON TO ALLOW FOR SUFFICIENT SNOW PLOWING.

Councilmember Manning suggested an amendment to sign the road for emergency access only. Councilmembers Sanders and Schulte agreed to the amendment.

Councilmember Johnson noted this was supposed to be a public street and he had objected to this earlier and believed they had a compromise. He accepted the fact that in the summer when it was busy the gates would be closed and in the winter the gates would be open, but he objected to posting a public street for emergency vehicles only. He stated this would not benefit the rest of the residents in the area. He believed they were going way beyond what they needed to do to accommodate some concerns because people did not pay attention when they purchased their property. He stated it frustrated him because they were trying to accommodate them. He stated he objected to the signs.

Mayor Howe noted this was a situation where they would take the first left off of Crane Street NW to get to Avocet Street NW and while it should probably not have been done this way they were moving traffic onto private property.

Councilmember Johnson recommended moving the gates to Avocet Street and 132nd Lane NW and keep Crane Street NW open. He noted this would accomplish what they wanted also. He believed they should close the private street and not the public street.

Councilmember Klint questioned whether a sign like this is legal. City Attorney Hiljus responded enforceability of the signs would be tricky. He indicated they had some authority to put up signs on public streets, but they had to follow signage ordinances also and he did not have an answer to this until a judge decided.

THE MOTION PASSED 4-2 (COUNCILMEMBERS KLINT AND JOHNSON OPPOSED).

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER SCHULTE, TO APPROVE THE INTERSECTION DESIGN FOR AVOCET STREET NW AND 133RD AVENUE NW.

The Council discussed the City's cost versus the costs for Anoka County and Andover regarding the annexation and improvements to 133rd Avenue NW.

Councilmember Sanders recommended a joint powers agreement for cost sharing.

THE MOTION PASSED UNANIMOUSLY.

11. CONSIDER RESOLUTION 08-68 APPROVING ACTION REAFFIRMING 1994 JOINT POWERS AGREEMENT ESTABLISHING SIX CITIES WATERSHED MANAGEMENT ORGANIZATION

Director of Public Services Gatlin presented a memorandum to Council stating during the 2007 legislative session, Minnesota Statutes 103B.102 was amended to give the Board of Water and Soil Resources (BWSR) a new responsibility to monitor, report, and enhance the performance of local government land and water conservation entities. The local government units that are the focus of the program include the soil and water conservation districts, watershed districts, watershed management organizations, and the water management and planning functions of counties. This legislative action reflects a heightened interest in ensuring that local government conservation efforts result in measurable progress in protecting and improving Minnesota water resources. The attorney for the Six Cities Watershed Management Organization (WMO) has suggested that each City Council in the WMO including Blaine, Columbia Heights, Coon Rapids, Fridley, Hilltop, and Spring Lake Park, consider action reaffirming the restated 1994 Joint Powers Agreement establishing the Six Cities WMO if the cities wish to continue as a WMO.

In 1983, the Six Cities WMO was created by a Joint Powers Agreement (JPA) between Blaine, Coon Rapids, Fridley, Spring Lake Park, Hilltop, and Columbia Heights. The WMO was formed to meet legislative requirements that all cities within the seven-county metropolitan area be part of a watershed district or watershed management organization. The JPA states that the general purpose of the WMO is to jointly and cooperatively develop a Watershed Management Plan and a Capital Improvement Program for the purposes of preserving and using natural water storage and retention systems in order to (a) reduce to the greatest practical extent the public capital expenditures necessary to control excessive volumes and rates of runoff; (b) improve water quality; (c) prevent