



*Council Work Session - 6:15 p.m.*

## **CITY COUNCIL AGENDA**

**Tuesday, October 1, 2013**

**7:00 p.m.**

**Coon Rapids City Center  
Council Chambers**

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### **Open Mic/Public Comment**

### **Call to Order**

### **Pledge of Allegiance**

### **Roll Call**

### **Adopt Agenda**

### **Proclamations/Presentations**

1. Presentation by Northstar Corridor Development Authority Chair

### **Approval of Minutes of Previous Meeting(s):**

September 17, 2013, Regular Meeting  
September 24, 2013, Work Session

### **Consent Agenda**

2. Approve Professional Services Agreement with Hoisington Kogler Group, Inc. for Foley Boulevard Station Area Planning
3. Cons. Resolution 13-91 Certifying Delinquent Utilities to Taxes
4. Authorize Final Payments, Project 12-23, Bunker Hills Practice Facility
5. Approve Joint Powers Agreement With Anoka County for 2013 Traffic Signal Painting
6. Cons. Waiver of License Fee to Operate Christmas Tree Lot, Boy Scout Troop 212
7. 2013 General Election:
  - a. Approve Appointment of Election Judges
  - b. Authorize City Clerk to Appoint and Assign Additional Election Judges As Necessary
  - c. Schedule Canvass Meeting

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

8. Open Mic Report - Katie Raeker, 10160 Raven Street NW Re: Status of New Dog Park
9. Open Mic Report - Open Mic Report - Teen Center

## **Public Hearing**

10. Wisconsin Health and Educational Facilities Authority Bond Issue, Bethesda Lutheran Communities, Public Hearing 7:00 p.m.

## **Bid Openings and Contract Awards**

None

## **Old Business**

None

## **New Business**

11. Approve Preliminary and Final Plat for River View Farms Plat 3, Allina Health Systems, Coon Rapids Boulevard and Blackfoot Street, PC 13-21
12. Approve Site Plan for Mother Baby Center Addition, Mercy Hospital, PC 13-20
13. Approve Amendment to Crescent Ponds PUD to Revise Side Yard Setbacks, Signature Ventures, Main Street and University Avenue, PC 13-17
14. Approve Site Plan for Revised Landscape Plan, La Casita Restaurant, 8955 Springbrook Drive, PC 13-19
15. Authorize Funds from the General Fund to Anoka Hennepin Schools to Fund The Element Teen Center through 2013
16. Van Donation for Coon Rapids Senior Services
17. Cons. Introduction of an Ordinance Restricting Parking ordinance restricting parking on both sides of Foley Boulevard, between Highway 10 and Northdale Boulevard
18. Cons. Introduction of an Ordinance Changing the Public Hearing Notice Requirements for Variances, Required City Council Votes on Appeals to Variance Decisions, and Added Regulations for Maintenance of Improvements, PC 13-18

## **Other Business**

19. Other Business - Update on 2720 Northdale Boulevard

## **Adjourn**



**City Council Regular**

**Meeting Date:** 10/01/2013

**SUBJECT:** Minutes

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**Attachments**

9-17-13 Council Meeting

9-24-13 Work Session

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## UNAPPROVED

### COON RAPIDS CITY COUNCIL MEETING MINUTES OF SEPTEMBER 17, 2013

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#### OPEN MIC/PUBLIC COMMENT

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Katie Raeker, 10160 Raven Street shared concerns about the Bunker Hills Dog Park and issues with sandburs, tree stumps, ticks, no tables or benches, fencing, and weeds. She thanked Councilmember Manning for his earlier concern but said the issues still exist. Ms. Raeker said the park is largely unusable, and then requested a schedule of shooting times for the gun range as the shooting scares the dogs. She said she would rather see these items addressed than the paving. Ms. Raeker said she appreciated the City's attempt but said that unless these items are addressed the park is a waste of taxpayer money.

Mayor Howe asked for an update on the new dog park. City Manager Gatlin said the benches have not been delivered yet but are on backorder, adding the project is a combination with Andover, Coon Rapids, and Anoka County for maintenance, mowing, stump removal, and fencing.

Mayor Howe said the park was busy when he was there last Sunday. He said they have met with Andover's Mayor and County Commissioners and are aware of these concerns and that the City will continue to work together to address the issues, although they might not all be complete until next spring. He said he is not sure of the gun range schedule but noted it can sometimes be seven days per week.

Councilmember Wells agreed that the gun range is likely rented out every day when the weather nice and while he is unsure of the exact schedule the range is used a lot.

Shelley Iverson, 149 104<sup>th</sup> Avenue NW, inquired about the status of the Teen Center, stating she was unaware of the funding gap and that it wouldn't open this school year. She asked who the liaison would be and the budget for 2014. Ms. Iverson said the building is not up to code and that the teens will be very upset if the Teen Center has to close.

Mayor Howe said he was unaware of any code violations. City Manager Gatlin said there are some buildings issues with Riverwind that will need to be addressed due to its age but that there are no code violations.

Dawn Rutt, 2053 103<sup>rd</sup> Avenue, said she was the Teen Center supervisor 12 years ago and has worked with teens in Coon Rapids. She said the project was a collaboration with the City, County, and school district and now that Youth First has disbanded it is important to keep the Teen Center going. Ms. Rutt said the Teen Center is a stable and safe place for many and while Coon Rapids has wonderful fields for sports and an arena there are many teens that aren't involved in sports and need a positive place. She said the Teen Center is a great site and location and that we can't rely on other cities to pick up the slack. She asked that the Teen Center become a budget line item year after year.

Larry Benson, formerly of 227 112<sup>th</sup> Lane, said he attended as a youth and helped create the Teen Center. He recalled working with the Council and Best Buy to get it open and ask for donations,

stating the Teen Center helped him grow up. Mr. Benson said he is sad to see a project they worked on so hard go away and that he would like to help to see that the Teen Center remains.

Lauri Cutinella, 10467 Mississippi Boulevard, said she was an original member of Youth First and said they did quite well with very little. She said she was surprised that it was closing and wanted to know how it could remove open. She said that staff has shared information about code violations with regard to restrooms and electrical issues and asked if the City is going to invest in this building. Ms. Cutinella said more outreach is needed, possibly through a coordinator, as this goes back to crime prevention and keeping teens busy. She said she hopes the Council listens and offered their help in the process.

#### **CALL TO ORDER**

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The second regular meeting of the Coon Rapids City Council for the month of September was called to order by Mayor Tim Howe at 7:17 p.m. on Tuesday, September 17, 2013, in the Council Chambers.

#### **PLEDGE OF ALLEGIANCE TO THE FLAG**

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Mayor Howe led the Council in the Pledge of Allegiance.

#### **ROLL CALL**

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

Members Absent:      Councilmember Paul Johnson

#### **ADOPT AGENDA**

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

#### **PROCLAMATIONS/PRESENTATIONS**

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None.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

SEPTEMBER 3, 2013, COUNCIL MEETING

MOTION BY COUNCILMEMBER KOCH, SECONDED BY COUNCILMEMBER MANNING, FOR APPROVAL OF THE MINUTES OF THE SEPTEMBER 3, 2013, COUNCIL MEETING. THE MOTION PASSED 5-0-1, COUNCILMEMBER KLINT ABSTAINED.

CONSENT AGENDA/INFORMATIONAL BUSINESS

1.     CONSIDER RESOLUTION 13-90 ACCEPTING GRANT FROM THE USDOJ EDWARD BYRNE JUSTICE ASSISTANCE GRANT (JAG GRANT) ADMINISTERED BY THE US DEPARTMENT OF JUSTICE (USDOJ)
2.     APPROVE TEMPORARY 3.2% MALT LIQUOR LICENSE FOR EPIPHANY CHURCH FOR 2013 SPRINGFEST
3.     AUTHORIZE FINAL PAYMENT, BUNKER HILLS MONUMENT SIGN – CM-01 CONCRETE/MASONRY, PROJECT 12-33
4.     AUTHORIZE FINAL PAYMENT, BUNKER HILLS MONUMENT SIGN – CM-02 STRUCTURAL STEEL FABRICATION, PROJECT 12-33
5.     AUTHORIZE FINAL PAYMENT, BUNKER HILLS MONUMENT SIGN – CM-03 ELECTRICAL, PROJECT 12-33

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

REPORTS ON PREVIOUS OPEN MIC

6.     OPEN MIC REPORT – JERRY PIERCE – 12236 PARTRIDGE STREET NW – VARIOUS CONCERNS

Mayor Howe discussed Mr. Pierce's comments made during Open Mic at the September 3, 2013 Council meeting.

PUBLIC HEARING

None.

OLD BUSINESS

7.      2013(2) MISCELLANEOUS SPECIAL ASSESSMENTS:
- A.      CONSIDER RESOLUTION 13-87 CONTESTED MISCELLANEOUS  
ASSESSMENTS – ONE YEAR
  - B.      CONSIDER RESOLUTION 13-88 CONTESTED MISCELLANEOUS  
ASSESSMENTS – THREE YEAR
  - C.      CONSIDER RESOLUTION 13-89 CONTESTED MISCELLANEOUS  
ASSESSMENTS – FIVE YEAR
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The staff report was shared with Council.

City Clerk Sorensen requested Item 7C, Resolution 13-89, be removed from consideration this evening as the assessment amount has been paid in full. She explained that Item 7A, Resolution 13-87, had an amended amount based on payments of \$1,278.00.

**MOTION BY COUNCILMEMBER KOCH, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT RESOLUTIONS NO. 13-87A AND 13-88 ADOPTING 2013(2) MISCELLANEOUS SPECIAL ASSESSMENTS (CONTESTED MISCELLANEOUS ASSESSMENTS-ONE YEAR AND THREE YEAR).**

Councilmember Koch expressed concern with a property along Main Street being assessed multiple times. City Manager Gatlin stated the property had to be secured by the City on five separate occasions.

**THE MOTION PASSED UNANIMOUSLY.**

#### **NEW BUSINESS**

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None.

#### **OTHER BUSINESS**

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Councilmember Sanders requested an update on the property located at 2720 Northdale Boulevard. City Manager Gatlin commented he would investigate this property and report back to the Council with an update.

Mayor Howe encouraged all residents to view the park bond referendum information available on the City's website. He thanked staff for working on this item.

City Manager Gatlin provided the Council with an update on the Teen Center. He noted he spoke with the School District and that it would cost approximately \$325 per week to staff the Teen Center from October 1<sup>st</sup> through December 5<sup>th</sup>. He stated funds were available within the 2013 budget to

cover this expense and that funds could be set aside for this item in the 2014 budget.

Mayor Howe requested staff investigate how the previously allotted funds were spent at the Teen Center. He estimated that \$10,000 was allotted in the past.

Councilmember Koch said he was in favor of keeping the Teen Center open until closer to Christmas as this was the previous schedule. He questioned who would be staffing the Teen Center after October 1<sup>st</sup>. City Manager Gatlin commented the Teen Center would be staffed by City employees, and then asked if the Council was interested in expanding the City's recreational programs. He explained that City employee Ryan Gunderson has proposed expanding the services provided at the Ice Center. He commented the programs would be provided by outside vendors but would be managed by the City.

Councilmember Klint requested further information on the proposed programs prior to this item moving forward. Mayor Howe agreed with this suggestion.

Councilmember Koch asked how the City went about amending ordinances. He discussed the current ordinance regarding garbage containers and recommended the language be amended with regard to times and placement of garbage containers on pick up days. City Manager Gatlin stated staff recently met with the trash hauling community and that this ordinance will be amended in the near future.

ADJOURN

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

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Tim Howe, Mayor

ATTEST:

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Cathy Sorensen, City Clerk

## UNAPPROVED

### COON RAPIDS CITY COUNCIL WORK SESSION OF SEPTEMBER 24, 2013

A work session of the Coon Rapids City Council was called to order by Mayor Tim Howe on Tuesday, September 24, 2013, at 6:30 p.m. in Conference Room 1 at Coon Rapids City Hall.

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

Members Absent: Councilmember Denise Klint

Others: City Manager Steve Gatlin, Public Works Director Tim Himmer, Community Development Director Marc Nevinski, Community Development Specialist Matt Brown

### CALL TO ORDER

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

#### 1. NORTHERN LIGHTS EXPRESS PASSENGER RAIL PROJECT UPDATE

Julie Carr, MnDOT and NLX and Frank Loettler, Quad Consultants, NLX, provided an update to Council regarding Northern Lights Express (NLX), a regional passenger rail service from Minneapolis to Duluth. The service would consist of a proposed 16 trains per day (eight round trips) on 155 miles of corridor on existing BNSF track and operate at up to 110 mph. They shared history on the NLX project, adding the mapping and service development plan has been completed and received Federal Rail Authority (FRA) approval in May 2013. They stated that completion of the preliminary engineering/Tier II environmental assessment should be completed by February 2016 with service to commence in 2019-2020.

#### 2. RIVERDALE STATION CORRIDORS OF OPPORTUNITY STUDY FINDINGS AND MARKETING OF PROPERTY

Community Development Director Nevinski presented the findings of the Northstar Station Corridors of Opportunity study. The Council expressed concerns about residential rental units at the site and would prefer to see owner occupied housing or commercial uses with job creation.

#### 3. MISSISSIPPI RIVER CRITICAL CORRIDOR AREA UPDATE

Council expressed concerns about the rule-making process and the impact it will have on the City. No action was directed at this time but Council may wish to consider a resolution opposing the rule making process at a future date. The DNR will present its summary of findings at a meeting on October 24, 2013, at the League of Minnesota Cities/Metro Cities.

4. **OTHER BUSINESS**

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Council discussed the City's policy regarding sewer back up insurance and requested review of the current policy.

Mayor Howe asked staff to review the current sign ordinance to allow off premises signs, such as what was proposed by HOM Furniture for the ABC Building Supply property.

5. **ADJOURN**

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

Respectfully submitted,

Cathy Sorensen  
City Clerk



**City Council Regular**

**1.**

**Meeting Date:** 10/01/2013

**Subject:** Presentation by Northstar Corridor Development Authority Chair

**From:** Marc Nevinski, Community  
Development Director

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**INTRODUCTION**

Stearns County Commissioner Leigh Lenzmeier, Northstar Corridor Development Authority Chair, will make a brief presentation to the Council regarding the Northstar Commuter Rail Authority.

**DISCUSSION**

Chair Lenzmeier is expected to update the Council on the NCDA's activities, discuss the recent Corridor of Opportunities study, and encourage the continued support for the Northstar Rail corridor.

**RECOMMENDATION**

Council is asked to welcome Chair Lenzmeier.

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**City Council Regular**

**2.**

**Meeting Date:** 10/01/2013

**Subject:** Consider Professional Services Agreement with Hoisington Koegler Group, Inc. for Foley Boulevard Station Area Planning

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

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**INTRODUCTION**

The Council is asked to consider a professional services agreement with Hoisington Koegler Group, Inc. for planning services related to a Transit-Oriented Development (TOD) grant from the Metropolitan Council.

**DISCUSSION**

In late 2012, the Metropolitan Council awarded a \$40,000 Livable Communities Transit-Oriented Development grant to the City for pre-development activities near the Foley Boulevard Park-and-Ride. The intent of the Transit-Oriented Development grant program is to catalyze development around light rail transit, commuter rail, and high-frequency bus transit stations. The City will use the grant funds for land use and infrastructure planning near the transit station to prepare the area for redevelopment and improve access to the station. The City's matching funds (25% of grant amount) will be provided as an in-kind contribution of staff time. The grant agreement requires that the planning activities are completed by December 2014.

Staff issued a Request for Proposals for planning services related to the grant in July. The City received four proposals and Staff interviewed all four consultant teams. After completing the interviews, Staff determined that the project team of Hoisington Koegler Group (lead consultant) and SEH (engineering sub-consultant) is the most qualified and offered the best approach to the project. A professional services agreement, including the proposed scope of work, is attached.

Staff intends to begin work on this project in October and complete it by June 2014. The planning process will include several opportunities to engage the Council, key stakeholders, and public. It will include meetings with key business and property owners, development and real estate experts, and a design workshop to engage area residents and other stakeholders. The final plan is expected to be adopted into the City's comprehensive plan and will offer recommendations to facilitate new development near the Foley Boulevard station.

**RECOMMENDATION**

Staff recommends the Council approve the professional services agreement with Hoisington Koegler Group, Inc. for planning services related to a TOD grant from the Metropolitan Council.

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**Fiscal Impact**

**BUDGET IMPACT:**

None.

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**Attachments**

Location Map

Professional Services Agreement

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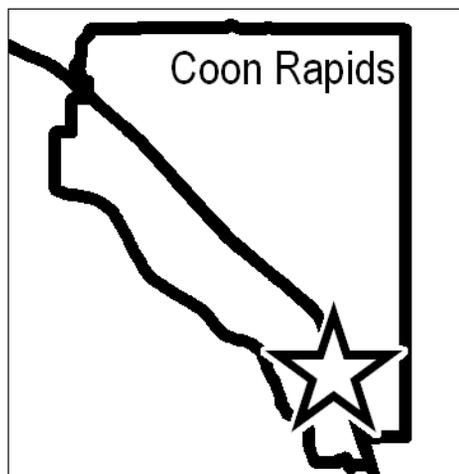
**Foley Boulevard TOD Area/  
TOD Project Site**



# Foley Boulevard Aerial



 Northstar Commuter Rail



## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on the 1<sup>st</sup> day of October, 2013, between the City of Coon Rapids, Minnesota (hereinafter "City"), whose business address is 11155 Robinson Drive, Coon Rapids, MN 55433, and Hoisington Koegler Group, Inc., a Minnesota corporation (hereinafter "Consultant") whose business address is 123 North Third Street, Suite 100, Minneapolis, MN 55401.

### Preliminary Statement

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

The City and Consultant agree as follows:

1. Scope of Work/Proposal. The Consultant agrees to provide the professional services shown in Exhibit "A" in connection with the Work. The terms of this standard agreement shall take precedence over any provisions of the Consultants proposal and/or general conditions that conflict with this agreement.
2. Term. The term of this Agreement shall be from October 1, 2013 through June 30, 2014, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
3. Compensation for Services. City agrees to pay the Consultant on an hourly basis plus expenses in a total amount not to exceed \$ 40,000 for the services as described in Exhibit A.
  - A. Any changes in the scope of the work which may result in an increase to the compensation due the Consultant shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.
  - B. Special Consultants may be utilized by the Consultant when required by the complex or specialized nature of the Project and when authorized in writing by the City.
  - C. If Consultant is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, natural acts, governmental actions, actions of a third party, or actions or inactions of City, the time for performance shall be extended by a period of time lost by reason of the delay. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

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

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

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

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

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

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

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

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

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

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

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

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

8. Audit Disclosure. Any reports, information, data, etc. given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Contract. The Consultant shall at all times abide by Minn. Stat. 13.01 et seq., the Minnesota Government Data Practices Act, to the extent the Act is applicable to data and documents in the possession of the Consultant. The Consultant shall immediately inform the City if the Consultant receives a request for information under the Data Practices Act. The City will cooperate with the Consultant in responding to the request for information.

9. Termination. This Agreement may be terminated by either party by seven (7) days written notice delivered to the other party at the address written above. Upon termination under this provision, if there is no fault of the Consultant, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the City terminates the Agreement because the Consultant has failed to perform in accordance with this Agreement, no further payment shall be made to the Consultant, and the City may retain another consultant to undertake or complete the work identified in Paragraph 1.

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

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

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

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

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

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

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

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

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

19. Indemnification. Consultant agrees to defend, indemnify and hold the City, its officers, and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from a negligent

act or omission (including without limitation professional errors or omissions) of the Consultant, its agents, employees, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the failure of said Consultant fully to perform, in any respect, all obligations under this Agreement.

20. Insurance.

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

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

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

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

- i. Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
- ii. Products and Completed Operations Property Damage coverage. Consultant agrees to maintain this coverage for a minimum of two (2) years following completion of its work.
- iii. Personal injury with Employment Exclusion (if any) deleted.

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

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

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

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

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

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

x. Severability of Insureds provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Conflicts. No salaried officer or employee of the City and no member of the Board of the City shall have a financial interest, direct or indirect, in this Contract. The violation of this provision renders the Contract void. Any federal regulations and applicable state statutes shall not be violated.

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

Executed as of the day and year first written above.

CITY OF COON RAPIDS

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

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

APPROVED AS TO FORM:

---

David J. Brodie, City Attorney

HOISINGTON KOEGLER GROUP, INC.

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

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

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

## SCOPE OF WORK

The Consultant shall conduct a transit station area planning process and prepare a station area plan for the area surrounding the Foley Boulevard Park-and-Ride. The Consultant may enlist the services of SEH, Inc. in the project. Work products shall fulfill grant obligations for a Metropolitan Council Livable Communities Development Account (LCDA) Transit-Oriented Development (TOD) Pre-Development Grant. The Consultant shall cooperate with City staff to ensure that work products, activities, and project invoices meet with Metropolitan Council's requirements for grant disbursement. Specific tasks include:

### **Task 1: Station Area Planning Kick-Off**

The HKGi Team will initiate the project by conducting a kick-off meeting with the Project Management Team (PMT). The PMT will be comprised of key members of the consultant team and City Staff. The PMT may also involve agency staff, such as Anoka County, MnDOT, Metropolitan Council or Metro Transit as requested by City Staff. The intent of this meeting will be to refine the work plan and schedule, agree on a public engagement strategy, and identify key stakeholders to engage in the planning process. The consultant team will also begin compiling background information, relevant studies, and GIS information that will provide a solid foundation to begin from.

#### *Deliverables*

- Updated Work Plan and Schedule
- Public Engagement Strategy

#### *Meetings*

- PMT Meeting #1

### **Task 2: Inventory and Alternatives Analysis**

In this task the consultant team will become more familiar with the Foley Boulevard Station Area and gain a better understanding of the potential opportunities and constraints. This will be accomplished through a review of existing studies, community engagement, and market analysis. The information will be summarized and prepared for presentation by City Staff at a Planning Commission meeting to solicit their reflections. Specific activities in this task will include:

- Precedent Review – Summarize from case studies relevant issues and strategies other communities have used in their station area planning work.
- Key Stakeholder Interviews/Listening Sessions – We will conduct up to eight (8) meetings over a two-day period with key stakeholders, community leaders, local organizations, agencies, and other necessary participants to discuss information summarized to date and their key issues, concerns, and opportunities.
- Developer Roundtable – A panel of development professionals/experts will be convened to discuss the potential for development within the station area. The intent of the roundtable will be to identify issues and market forces that might influence planning decisions as well as opportunities for creative planning and design solutions.

- Summarize Key Findings - The team will summarize the information gathered through Tasks 1 and 2 in analysis diagrams that serve as the foundation for the Design Workshop in the next Task. An accompanying Technical Memo will identify key findings from the market analysis, precedent review and comments received from the interviews, roundtable, and listening sessions.

#### ***Deliverables***

- Base Maps
- Analysis Diagrams
- Technical Memo
- Meeting Notes
- Powerpoint presentation for City Staff to use to present to Planning Commission

#### ***Meetings***

- Stakeholder Interviews/Listening Sessions
- Developer Roundtable
- PMT Check in via phone conference

### **Task 3: Design Workshop**

The Design Workshop will provide an opportunity for multiple levels of engagement in the development of master plan alternatives. The first part of the Design Workshop will provide a creative forum for the PMT and technical agency experts to explore strategies to address land use and urban design, infrastructure, access and circulation, and implementation strategies. These redevelopment plans will be focused on creating land use, infrastructure, and multi-modal transportation access to support high density redevelopment appropriate to the site context. With the preliminary concepts drafted, a Design Workshop Open House will be held to allow an opportunity for key stakeholders, commission/council members, and community members to review the concepts and provide feedback. This feedback will be used to create a draft master plan that can be presented to the City Council and commissions for review.

#### ***Deliverables***

- Master Plan Alternatives
- Meeting Notes

#### ***Meetings***

- PMT Meeting #2
- Design Workshop
- City Council/Commission Presentations

### **Task 4: Identify Implementation Strategies**

With the preliminary master plan developed, the consultant team will begin to identify and evaluate implementation strategies. The team will evaluate existing land use regulatory controls and explore “best practices” and precedents for zoning around transit stations including such tools as overlays, form based zoning districts, design guidelines or others. Land banking or acquisition strategies will be explored based on feedback gained from the developer forum and investigations

through regional and national institutions such as the Urban Land Institute. Potential funding assistance for redevelopment activities and public improvements will be identified including considerations for introducing new legislation that supports TOD investment. Land ownership will be evaluated and consideration given to publicly owned lands or disposition based on an analysis of highest and best use.

A draft Implementation Strategy will be prepared and reviewed by the PMT. The consultant team will then meet with selected Stakeholders to present and seek input on the master plan and implementation strategy. An Open House will be held to provide the neighborhood, stakeholders, and agencies an opportunity to review the draft master plan and implementation strategies.

***Deliverables***

- Preliminary Master Plan
- Implementation Strategy
- Meeting Notes

***Meetings***

- PMT Meeting #3
- Stakeholder Interviews
- Community Open House

**Task 5: Station Area Planning Wrap-Up**

The results of Tasks 2, 3, and 4 will be compiled into a complete draft of a Foley Boulevard Station Area Plan. The content, format, and graphic layout of the plan will be reviewed and agreed to by the PMT prior to assembly of the final plan document. The draft will be reviewed and revised with the assistance of the PMT. The consultant team will then assist City Staff in seeking approval of the Station Area Plan, including review at the Planning Commission and City Council. The HKGi Team will prepare a final plan document that incorporates all comments from the review process. The final electronic plan document will be both web and print ready.

***Deliverables***

- Electronic version of outline and graphic plan format
- Electronic version of complete draft plan
- Electronic version of final plan
- Meeting notes

***Meetings***

- PMT Meeting #4
- Planning Commission
- City Council



**City Council Regular**

**3.**

**Meeting Date:** 10/01/2013

**Subject:** Levy Delinquent Utilities 2013

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

**INTRODUCTION**

Delinquent utility bills for the entire City should be certified to the County for collection with the 2014 property taxes.

**DISCUSSION**

According to the City Code, delinquent utility bills should be certified to the County for collection with real estate taxes. Users have been notified by mail that payments should be made to avoid certification.

The amount to be certified to the County is as follows:

UTILITY COST	\$ 976,650.76
\$30.00 PER ACCOUNT FOR ADMIN.	<u>83,460.00</u>
<b>TOTAL</b>	<b>\$1,060,110.76*</b>

Provision has been made to accept the utility amount without interest through 4:30 p.m. November 8, 2013. Last year at this time the utility cost total was \$950,805.44.

The following are the *final amounts certified* to taxes for the past number of years.

<b>Date Certified</b>	<b># of accounts</b>	<b>Utility Cost</b>	<b>Certification Fee</b>	<b>Total</b>
October 7, 2008	1,432	\$520,361	\$28,640	\$549,001
October 6, 2009	1,510	\$573,748	\$37,750	\$611,498
October 5, 2010	2,721	\$963,163	\$81,630	\$720,043
October 4, 2011	1,553	\$641,153	\$47,190	\$688,343
October 2, 2013	1,545	\$623,483	\$46,350	\$669,833

**RECOMMENDATION**

Staff recommends adopting Resolution No. 13-91 Resolution Certifying Delinquent Utilities to Taxes.

\*An updated amount will be provided at the Tuesday, October 1 Council meeting.

**Attachments**

Res. Delinquent Utilities 2013

**RESOLUTION NO. 13-91**

**RESOLUTION CERTIFYING DELINQUENT UTILITIES TO TAXES**

**WHEREAS**, pursuant to City Code Section 13-304, any delinquencies in the payment of the water usage on said premises shall be a lien and charged against the premises so served regardless of whether the same be a homestead or not. Said lien shall be reported to the Division of Property Records and Taxation by the City Assessor from time to time and in the same manner as other taxes are collected; and

**WHEREAS**, accounts are delinquent.

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

1. To certify to the County for collection with the 2014 taxes, delinquent utility accounts.
2. The amount shall bear interest at the rate of 1.40% per annum from the date of the adoption of this resolution until December 31, 2014.
3. At any time prior to certification to the Division of Property Records and Taxation, the amount may be paid to the City Treasurer. However, such payment must be made before November 8, 2013 or interest will be charged from October 1, 2013 through December 31st of the next succeeding year.

Adopted by the Coon Rapids City Council this 1st day of October, 2013.

---

Tim Howe, Mayor

ATTEST:

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Catherine M. Sorensen



**City Council Regular**

**4.**

**Meeting Date:** 10/01/2013

**Subject:** Final Payments for Project 12-23, Bunker Hills Practice Facility

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

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

---

**INTRODUCTION**

The City Engineer has recommended final payment for Project 12-23, Bunker Hills Practice Facility, to several contractors.

**DISCUSSION**

A summary of contractors and final payment amounts for Project 12-23, Bunker Hills Practice Facility, are outlined on the attached spreadsheet.

**RECOMMENDATION**

All of the dates and amounts are reasonable and accurate according to the project file. No liquidated damages are recommended. Staff recommends approval of the change orders and final payments according to the attached spreadsheet.

---

**Attachments**

project 12-23 final pymts

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Bunker Hills Practice Facility  
Project #12-23

FINAL CONTRACT PAYMENTS

10/1/2013

Contractor Name	Classic Construction	JL Schwieters Const. Inc.	JL Schwieters Const. Inc.	Schwieters Companies Inc	Twin City Garage Door Co	Pinnacle Wall Systems	Lake Area Roofing
Contractor Service	C-01 Concrete/Masonry	C-02 Carpentry/Labor	C-03 Carpentry/Materials	C-04 Millwork/Trim	C-05 Garage Doors	C-06 Drywall	C-07 Roofing

Contact completion date	7/3/2013	7/3/2013	7/3/2013	7/3/2013	7/3/2013	7/3/2013	7/3/2013
Substantial completion date	6/30/2013	6/30/2013	6/30/2013	6/30/2013	6/30/2013	6/30/2013	6/30/2013
Final completion date	7/24/2013	7/24/2013	7/24/2013	7/24/2013	7/24/2013	7/24/2013	7/24/2013

Contract amount	\$34,778.00	\$40,200.00	\$39,396.00	\$10,188.00	\$11,900.00	\$8,390.00	\$13,700.00
Total additions/deletions	\$500.00	\$1,396.00	\$0.00	\$0.00	\$0.00	\$604.00	\$1,605.00
Final contract amount	\$35,278.00	\$41,596.00	\$39,396.00	\$10,188.00	\$11,900.00	\$8,994.00	\$15,305.00
Actual project cost	\$35,278.00	\$41,596.00	\$39,396.00	\$10,188.00	\$11,900.00	\$8,994.00	\$15,305.00
Less: previous payments by City	(\$33,039.10)	(\$40,090.00)	(\$37,426.20)	(\$9,679.00)	(\$11,305.00)	(\$7,971.00)	(\$14,155.00)
Amount due	\$2,238.90	\$1,506.00	\$1,969.80	\$509.00	\$595.00	\$1,023.00	\$1,150.00

Contractor Name	R & J Insulation, Inc.	Twin City Acoustics, Inc.	Wasche Commerical	Galaxy Mechanical Inc.	Master Electric Co., Inc.	Multiple Concepts Interiors	Twin City Hardware
Contractor Service	C-08 Insulation	C-09 Acoustical Ceiling	C-10 Paint	C-11 HVAC	C-12 Electrical	C-13 Flooring	C-14 Hardware

Contact completion date	7/3/2013	7/3/2013	7/3/2013	7/3/2013	7/3/2013	7/3/2013	7/3/2013
Substantial completion date	6/30/2013	6/30/2013	6/30/2013	6/30/2013	6/30/2013	6/30/2013	6/30/2013
Final completion date	7/24/2013	7/24/2013	7/24/2013	7/24/2013	7/24/2013	7/24/2013	7/24/2013

Contract amount	\$2,423.00	\$2,914.00	\$3,920.00	\$15,730.00	\$36,215.00	\$8,400.00	\$2,475.00
Total additions/deletions	\$0.00	\$0.00	\$815.00	\$0.00	\$0.00	\$985.00	\$0.00
Final contract amount	\$2,423.00	\$2,914.00	\$4,735.00	\$15,730.00	\$36,215.00	\$9,385.00	\$2,475.00
Actual project cost	\$2,423.00	\$2,914.00	\$4,735.00	\$15,730.00	\$36,215.00	\$9,385.00	\$2,475.00
Less: previous payments by City	(\$2,302.00)	(\$2,768.00)	(\$3,724.00)	(\$14,944.00)	(\$33,112.00)	(\$8,915.75)	(\$2,351.25)
Amount due	\$121.00	\$146.00	\$1,011.00	\$786.00	\$3,103.00	\$469.25	\$123.75



**City Council Regular**

**5.**

**Meeting Date:** 10/01/2013

**Subject:** Approval of Joint Powers Agreement With Anoka County - 2013 Traffic Signal Painting

**From:** Tim Himmer, Public Works Director

---

**INTRODUCTION**

Funds have been budgeted to pay for repainting of traffic signals that are the City's responsibility. The City Council is requested to approve the attached Joint Powers Agreement (JPA) with Anoka County, which would allow the signal painting work to be performed under the County's annual contract for such work.

**DISCUSSION**

There are several traffic signals located on County roads that are the City's responsibility to paint. The primary reason for this is due to the non-standard paint color that was approved by the City in the past. This year four signals along Main Street are proposed to be repainted:

1. Main Street at Northdale Boulevard
- 2-3. Main Street at Highway 10 (east and west interchange ramps)
4. Main Street at Coon Creek Boulevard

The County has added these signals to their annual painting contract but will need City Council approval of the JPA to account for City costs.

**RECOMMENDATION**

It is recommended that City Council approve the JPA with Anoka County for repainting the referenced traffic signal poles.

---

**Fiscal Impact**

**BUDGET IMPACT:**

The 2013 Budget includes \$48,094 under Activity 503 (streetlights) for this work. Costs for the painting are \$49,710, and another \$3,976.80 is included for project administration (bid letting, plan & specification preparation, inspections, etc.). The total project costs that the City will be responsible for are \$53,686.80. Due to some recent changes related to the frequency of signal inspections staff believes there will be adequate funds within this work activity, however, if funds are insufficient State Aid funds can be used to pay the difference.

---

**Attachments**

**JPA**

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JOINT POWERS AGREEMENT FOR THE SIGNAL PAINTING  
IN THE CITY OF COON RAPIDS

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between the County of Anoka, State of Minnesota, a political subdivision of the State of Minnesota, 2100 Third Avenue North, Anoka, Minnesota, 55303, hereinafter referred to as "County", and The City of Coon Rapids, 11155 Robinson Drive, Coon Rapids, MN 55433, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, said parties are mutually agreed that the painting of the signals at CSAH 14 (Main Street) and Northdale Blvd, CSAH 14 and West TH 10 ramps, CSAH 14 and East TH 10 ramps, and at CSAH 14 and CSAH 18 (Coon Creek Blvd); and

WHEREAS, the parties agree that the County shall cause the painting of the signals as part of the 2013 Anoka County Signal Painting Program; and,

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for Project No. C.P. 11-09-00, Year 1 extension, which plans and specifications are on file in the office of the County Engineer; and,

WHEREAS, the parties agree that it is in their best interest that the cost of said project be the responsibility of the City; and,

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

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of painting the CSAH 14 (Main Street) and Northdale Blvd, CSAH 14 and West TH 10 ramps, CSAH 14 and East TH 10 ramps, and at CSAH 14 and CSAH 18 (Coon Creek Blvd).

II. METHOD

The County shall provide all engineering services and shall cause the construction of Anoka County Project No. CP 11-09-00 in conformance with said plans and specifications. The County has done the calling for all bids and the acceptance of all bid proposals.

III. COSTS

The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the actual "construction costs" and shall be so referred to herein. Participation in the construction cost is as follows:

The City shall pay for one hundred percent (100%) of the signal painting at an estimated cost of \$49,710.00. The City participation in construction engineering will be at a rate of eight percent (8%) of their designated share. The cost to the City for construction engineering is \$3,976.80. The grand total estimated cost to the City for the project is \$53,686.80. Upon final completion of the project, the City shall pay to the County, upon written demand by the County, the City's share of the costs.

IV. TERM

Work to be performed in 2013-2014. This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

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

VI. CONTRACTS AND PURCHASES

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

VII. STRICT ACCOUNTABILITY

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

VIII. TERMINATION

This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. If notice is delivered by mail, it shall be deemed to be received two (2) days after mailing. Such termination shall not be effective with respect to any solicitation of bids or any purchases of services or goods, which occurred prior to such notice of termination. The City shall pay its pro rata share of costs, which the County incurred prior to such notice of termination.

IX. NOTICE

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

X. INDEMNIFICATION

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

**XI. ENTIRE AGREEMENT REQUIREMENT OF A WRITING**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

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

**COUNTY OF ANOKA**

**CITY OF COON RAPIDS**

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

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

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

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

**ATTEST:**

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

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

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

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

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_  
Douglas Fischer, P.E.  
Anoka County Engineer

By: \_\_\_\_\_  
Tim Himmer  
Public Services Director

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

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

**APPROVED AS TO FORM AND EXECUTION:**

By: \_\_\_\_\_  
Dan Klint  
Assistant Anoka County Attorney

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



# Aerial PAINTING INC.

Specialists in All Types of Light and Utility Poles

Jim & Jeff Utecht

3461 Kent Street, St. Paul, Minnesota 55126  
Office & Cell: 651-247-1053 • Fax 651-487-3859  
www.aerialpaintinginc.com



ANOKA COUNTY

Date

FOR

4-8-2013

CITY OF COON RAPIDS

MAIN ST.

FOR RE PAINTING

A-Bid

SIGNAL POLES

NORTH DALE BLVD, East + Weston BRIDGE, COON RAPIDS

THESE POLES, ARE VERY RUSTY,  
WE, WOULD HIGH WATER PRESS THEM,  
TO TAKE CARE, OF THE HEAVY RUST

① USE SPECIAL PENETRATING  
SEALER FOR THE RUST

② THEN PRIME WITH A EPOXY PRIMER,

③ TOP COAT WITH PREMIUM URETHANE  
PAINT.

TOTAL \$49,710<sup>00</sup>

Thank you

Jim + Jeff Utecht



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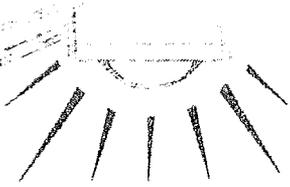
ANOKA COUNTY

Date

4-8-2013

CITY OF COON RAPIDS

MAIN ST. + NORTH DATE Blvd	
1/2 MAST + ARMS, W/EXT	
	5000 <sup>00</sup> / <sub>2</sub>
1-Ped Pole	
	420 <sup>00</sup> / <sub>2</sub>
2-Push Button Post	
	420 <sup>00</sup> / <sub>2</sub>
31- HANDS + SHIELDS	
	7,595. <sup>00</sup>
TRAFFIC CONTROL	
	800 <sup>00</sup> / <sub>2</sub>
RE. BANDING	
	640 <sup>00</sup> / <sub>2</sub>
TOTAL 14,875 <sup>00</sup> / <sub>2</sub>	
IF, THERE IS ANY LEAD, THAT IS A ADD ON?	



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ANOKA COUNTY

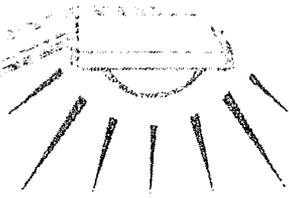
Date

4-8-2013

CITY OF COON RAPIDS

MAIN ST. WEST SIDE BRIDGE	
3- MAST + ARMS WEST	3,750 <sup>00</sup>
3- Ped Poles	1,260 <sup>00</sup> <sub>2</sub>
18- Heads + Shields	4,410 <sup>00</sup> <sub>2</sub>
TRAFFIC CONTROL	800 <sup>00</sup> <sub>2</sub>
RE. Banding	640 <sup>00</sup> <sub>2</sub>
TOTAL #	10,860 <sup>00</sup> <sub>2</sub>
IF THERE IS LEAD, THAT'S A ADD ON?	





# Aerial PAINTING INC.

Specialists in All Types of Light and Utility Poles

**Jim & Jeff Utecht**

3461 Kent Street, St. Paul, Minnesota 55126  
 Office & Cell: 651-247-1053 • Fax 651-487-3859  
[www.aerialpaintinginc.com](http://www.aerialpaintinginc.com)

ANOKA COUNTY

Date

4-8-2013

CITY OF COON RAPIDS

MAIN ST. + COON CREE BLVD

4 1/2 MAST. + ARMS w/EXT

5,000.00

2 3 Push Bottom Post

420.00

27 1/2 HEADS + SHIELDS

6,615.00

TRAFFIC CONTROL

800.00

RR Banding

640.00

TOTAL \$13,475.00

IF, THERE IS LEAD, THAT IS AN ADD ON?



**City Council Regular**

**6.**

**Meeting Date:** 10/01/2013

**Subject:** Waiver of Christmas Tree Sales Fee for Boy Scout Troop 212

**From:** Vincent Vu, Management  
Analyst/Deputy Clerk

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**INTRODUCTION**

Jim Baham, on behalf of Boy Scout Troop 212, has requested Council to consider a waiver of the \$76 license fee for operating a Christmas Tree lot.

**DISCUSSION**

Boy Scout Troop 212 has submitted an application to operate a Christmas Tree lot. The Troop has requested this in years past and the Council has always granted the waiver. The Boy Scouts are a non-profit organization.

**RECOMMENDATION**

Council is requested to waive the \$76 license fee for Boy Scout Troop 212 to operate a Christmas Tree lot.

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**City Council Regular**

**7.**

**Meeting Date:** 10/01/2013

**Subject:** Election Judges and General Election Canvass

**From:** Cathy Sorensen, City Clerk

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**INTRODUCTION**

Pursuant to Minnesota election law and City Charter, Council must appoint election judges and schedule a special meeting to canvass the November 5 general election results. Staff is also requesting authority to appoint election judges during the time preceding the election.

**DISCUSSION**

Minnesota Statutes require that election judges be appointed by the Council at least 25 days prior to the election. Staff is requesting that Council authorize the City Clerk to make appointments and substitutions as necessary should the need arise in the 25 days prior to the election. Election law allows emergency appointments on election day.

Council is required to canvass the results of the general election canvass between November 8 and November 15, 2013. The meeting can be scheduled at any time. The meeting will be brief and at least four Councilmembers must attend. Staff is proposing the canvass meeting be held on Wednesday, November 13 at 7:30 a.m.

Information has been posted on the City's website along with a demonstration video and photos on the public notice board regarding the new election equipment that will be used during this election. Residents Interested in seeing the new equipment are encouraged to attend the Public Accuracy Test on Wednesday, October 23 at 10:00 a.m. at City Hall or can contact the City Clerk's Office for more information.

**RECOMMENDATION**

2013 General Election:

- a. Approve the appointment of the attached list of election judges;
- b. Authorize the City Clerk to appoint and assign election judges during the 25 days preceding the election if substitutions are necessary;
- c. Schedule a special meeting to canvass the results of the general election for Wednesday, November 13 at 7:30 a.m.

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**Attachments**

Election Judge Assignments - 9/26/13

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## **Judge Board Report, 2013 Local Fall Election**

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### **General Election, Tuesday, November 5, 2013**

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#### **Coon Rapids W-1 P-1**

Coon Rapids Free Church (W1P1), 2650 128th AVE NW, Coon Rapids, MN 55448

JoAnn Lawrence, Head Judge  
Amanda Whitson, Assistant Head Judge  
Michele Elliott, Election Judge  
Donald Heikkila, Election Judge  
Dana Higgins, Election Judge  
Jennifer Koch, Election Judge  
Jane Kolpin, Election Judge  
Bernice Olson, Election Judge  
Lewis Peterson, Election Judge  
Deanna Pufpaff, Election Judge  
Sharon Thompson, Election Judge

---

#### **Coon Rapids W-1 P-2**

Coon Rapids Free Church (W1P2), 2650 128th AVE NW, Coon Rapids, MN 55448

Chuck McGee, Head Judge  
Michael Donohue, Election Judge  
Gail Owen, Election Judge  
Margaret Schneider, Election Judge

---

#### **Coon Rapids W-1 P-3**

Morris Bye Elementary (W1P3), 11931 Crooked Lake Blvd, Coon Rapids, MN 55433

Juanita (Boo) Mills, Head Judge  
Patti Peters, Assistant Head Judge  
Patricia Gordon, Election Judge  
Patricia McGee, Election Judge

---

#### **Coon Rapids W-1 P-4**

Redeemer Lutheran Church (W1P4), 2135 Northdale Blvd NW, Coon Rapids, MN 55433

Lila Redberg, Head Judge  
Vangy Vanstrom, Assistant Head Judge  
Valerie Behling, Election Judge  
Cody Blosberg, Election Judge  
Trace Ludewig, Election Judge  
Arlene Wilson, Election Judge

---

#### **Coon Rapids W-2 P-1**

Chapel Hill Church (W2P1), 12691 Hanson Blvd NW, Coon Rapids, MN 55448

Marsha Ocel, Head Judge  
Robert Hammer, Assistant Head Judge  
Marilyn Belland, Election Judge  
Marlene Christensen, Election Judge  
Erica Fellner, Election Judge  
Anthony Jaros, Election Judge  
Marlene Stenson, Election Judge

---

#### **Coon Rapids W-2 P-2**

Bunker Hills Clubhouse, 12800 Bunker Prairie Road NW, Coon Rapids, MN 55448

Judy Herrmann, Head Judge  
Judith Willenbring, Assistant Head Judge  
Marshall Hoff, Election Judge  
Roger Mathisen, Election Judge  
Jim McQuay, Election Judge  
Sherryl McQuay, Election Judge  
Barbara Sherlock, Election Judge

---

**Judge Board Report, 2013 Local Fall Election**

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**Coon Rapids W-2 P-3**

Sand Creek Elementary (W2P3), 12156 Olive Street NW, Coon Rapids, MN 55448

Christine Bennett-Gagner, Head Judge  
Angela Monson, Assistant Head Judge  
Isla Fichtner, Election Judge  
JoAnne Kirkpatrick, Election Judge

**Coon Rapids W-2 P-4**

Sorteberg Early Childhood (W2P4), 11400 Magnolia Street NW, Coon Rapids, MN 55448

Kristine Gernes, Head Judge  
Marilyn Akerman, Assistant Head Judge  
Linda McCollum, Election Judge

**Coon Rapids W-2 P-5**

Faith Lutheran Church W2P5), 11115 Hanson Blvd NW, Coon Rapids, MN 55433

Christy Weispenning, Assistant Head Judge  
Violet Becker, Election Judge  
Ellen Friday, Election Judge  
Bette Fritze, Election Judge  
Marsha Keck, Election Judge  
Richard Mans, Election Judge  
Carol Smith, Election Judge

**Coon Rapids W-3 P-1**

Hoover Elementary School (W3 P1), 2369 109th Avenue NW, Coon Rapids, MN 55433

Kevin Olson, Head Judge  
Jan Monson, Assistant Head Judge  
Andrew Borne, Election Judge  
Roxanne Chambliss, Election Judge

**Coon Rapids W-3 P-2**

Epiphany Catholic Church, 11001 Hanson Blvd NW, Coon Rapids, MN 55433

James Trombley, Head Judge  
Kenneth Lelm, Assistant Head Judge  
Patrick Kugmeh, Election Judge  
Michael Olson, Election Judge

**Coon Rapids W-3 P-3**

Coon Rapids VFW Post 9625, 1919 Coon Rapids Boulevard NW, Coon Rapids, MN 55433

Michael Kiley, Head Judge  
Brynn Hofstedt, Assistant Head Judge  
William Caverley, Election Judge  
Jerry Hill, Election Judge  
Laura Kraft, Election Judge  
Lonni McCauley, Election Judge  
Bob Minell, Election Judge  
Michelle Schoen, Election Judge  
Janis Selger, Election Judge

**Coon Rapids W-3 P-4**

Spirit of Grace Church, 10110 Woodcrest Drive NW, Coon Rapids, MN 55433

Linda Westrom, Head Judge  
Karri Hausker, Assistant Head Judge  
Denise Hosch, Assistant Head Judge  
Jim Averbek, Election Judge  
Wayne Baumgart, Election Judge  
Ann Marie Lessard, Election Judge  
Henry Watkins III, Election Judge

**Coon Rapids W-4 P-1**

Coon Rapids American Legion Post 334, 11640 Crooked Lake Blvd NW,

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## Judge Board Report, 2013 Local Fall Election

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Coon Rapids, MN 55433

Arnie Entzel, Election Judge  
Gregory Fritz, Election Judge  
Sonja Kempfert, Election Judge  
Doug Looyen, Election Judge  
Charlie Pitts, Election Judge

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### Coon Rapids W-4 P-2

Coon Rapids American Legion Post 334, 11640 Crooked Lake Blvd NW,  
Coon Rapids, MN 55433

Carolyn Bing, Election Judge  
Jeff Cosman, Election Judge  
Tim Farmer, Election Judge  
Cindy Nutter, Election Judge

---

### Coon Rapids W-4 P-3

Coon Rapids Ice Center, 11000 Crooked Lake Blvd NW, Coon Rapids ,  
MN 55433

Jennifer Geisler, Head Judge  
Michael Lohse, Assistant Head Judge  
Roberta Edwards, Election Judge  
John Ward, Election Judge

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### Coon Rapids W-4 P-4

United Methodist Church (W4P4), 10506 Hanson Blvd NW, Coon  
Rapids, MN 55433

Tracy Wigen, Head Judge  
Sheila Beutler, Assistant Head Judge  
Shirley Amundson, Election Judge  
C. Elaine Burgess, Election Judge  
Jody Fosse, Election Judge  
Sue Fosse, Election Judge  
Rose Griffith, Election Judge  
Mary Lou Hecht, Election Judge  
Jeff Kurland, Election Judge  
John Wolkerstorfer, Election Judge

---

### Coon Rapids W-5 P-1

Crosspoint Church, 10936 Foley Blvd NW, Coon Rapids, MN 55448

Stephen Bray, Head Judge  
Dorothy Maki, Assistant Head Judge  
Janet Moberg, Election Judge

---

### Coon Rapids W-5 P-2

Peace Lutheran Church (W5P2), 20 Northdale Blvd NW, Coon Rapids,  
MN 55448

Milo Hartmann, Election Judge  
Lynn Holter, Election Judge

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### Coon Rapids W-5 P-3

Word Of Life Church (W5P3), 10730 University Ave NW, Coon Rapids,  
MN 55448

David Teske, Head Judge  
Amber Eisenschenk, Assistant Head Judge  
Karen Hayden, Election Judge  
Nancy Helms, Election Judge  
David Thielman, Election Judge

---

### Coon Rapids W-5 P-4

Emma B. Howe YMCA, 8950 Springbrook Drive NW, Coon Rapids, MN  
55433

Jeanette Rosand, Head Judge  
Helen McClintock, Assistant Head Judge  
Kathleen Hoppe, Election Judge

---

### Coon Rapids W-5 P-5

Adams Elementary School, 8989 Sycamore Street NW, Coon Rapids,  
MN 55433

Laurel Jedamus, Head Judge

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**Judge Board Report, 2013 Local Fall Election**

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Sharon Shake, Assistant Head Judge  
Sondra Davison, Election Judge



**City Council Regular**

**8.**

**Meeting Date:** 10/01/2013

**Subject:** Open Mic Report - Katie Raeker, 10160 Raven Street NW, Concerns with New Dog Park

**Submitted For:** Tim Himmer, Public Works Director

**From:** Cathy Sorensen, City Clerk

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**INTRODUCTION**

Katie Raeker, 10160 Raven Street NW, appeared at open mic with concerns about the new Bunker Hills Dog Park. She shared concerns about sandburs, tree stumps, ticks, no tables or benches, fencing, and weeds at the new park as well as requested a schedule of the nearby gun range.

**DISCUSSION**

Staff has met with Anoka County and the City of Andover on site and the following is a summary of the meeting and steps to address the concerns at the Bunker Hills Dog Park:

- Andover will flail mow a trail through the internal portion of the site in the tall grass area to the north. There was a trail that had been started by someone, which was staked out on a little nature walk, that we will now widen and use for a mowed trail going forward.
- Coon Rapids will work on the "spikey" growth along the inside of the fence line in an effort to remove some of the larger stumps, etc. for a smoother path around the perimeter.
- Anoka County will maintain the external fence line, internal fence line, & open space area inside the fence consistent with the maintenance agreement referenced in the JPA. The internal mowed trail, created by Andover as described above, will now be included in the on-going maintenance responsibilities and completed by the County as well. All maintenance to be split 3 ways by all parties per the JPA.

The Andover & Coon Rapids work outlined in the first two bullet items will be considered in-kind labor for the initial establishment of the park and not added to the capital costs of the project. Coon Rapids has installed a waste bag container at the site for the plastic dog bags. Coon Rapids will also be inspecting the site every other week while in the area at an adjacent park and will relay any concerns to Anoka County. All parties agreed to continue working together to evaluate the park as it evolves (as expectations will always be changing), and that this park will always be a more natural park environment.

Anoka County also stated that they still need to complete native seeding around the site, which will occur this fall. Seating areas (benches/tables) should be installed by the writing of this memo and staff will follow up to ensure its completion.

Staff also contacted the gun range and their schedule is Monday-Friday, with the occasional weekend. Shooting begins no earlier than 8:00 a.m. and goes no later than 10:00 p.m.

**RECOMMENDATION**

Staff will continue to follow up to ensure these items have been addressed.

cc: Katie Raeker





**City Council Regular**

**9.**

**Meeting Date:** 10/01/2013

**Subject:** Open Mic Report - Teen Center

**From:** Cathy Sorensen, City Clerk

---

**INTRODUCTION**

Several individuals appeared at Open Mic on September 17 to share concerns about the proposed closing of the Riverwind Teen Center.

**DISCUSSION**

Several individuals appeared at Open Mic on September 17 to share concerns about the proposed closing of the Riverwind Teen Center. They shared how the Teen Center helps build relationships, provides a community service, results in good role models, is close to schools, and creates a safe place for teens to go.

The Council will be meeting in work session prior to the October 1 regular meeting to discuss the Teen Center (see October 1 work session memo). The attendees have been given a copy of the work session memo and are invited to attend. In addition, later on during the agenda Council will be asked to authorize funds from the General Fund to Anoka Hennepin Schools to fund The Element Teen Center through 2013.

**RECOMMENDATION**

No action is requested.

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**City Council Regular**

**10.**

**Meeting Date:** 10/01/2013

**Subject:** Wisconsin Health and Educational Facilities Authority Bond Issue

**Submitted For:** Kevin Vouk, Manager of Accounting/Treasurer

**From:** Cathy Sorensen, City Clerk

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**INTRODUCTION**

The City Council is asked to hold a public hearing for a bond issue by the Wisconsin Health and Educational Facilities Authority for the benefit of Bethesda Lutheran Communities.

**DISCUSSION**

The public hearing will be to consider the issuance by the Wisconsin Health and Educational Facilities Authority (the "Authority") of its revenue bonds, in one or more series, in an aggregate principal amount not to exceed \$10,000,000 (the "Bonds") on behalf of Bethesda Lutheran Communities, Inc., a Wisconsin nonstock nonprofit corporation (the "Borrower"). The interest on the Bonds is expected to be excludable from gross income for federal income tax purposes pursuant to Sections 103 and 145 of the Internal Revenue Code of 1986, as amended (the "Code"). The proceeds of the Bonds will be loaned by the Authority to the Borrower, a portion of which, in a principal amount not to exceed \$1,000,000, may be used for the following purposes: (a) to pay, reimburse the Borrower or refinance an interim loan for costs associated with the acquisition, renovation, remodeling and equipping of two group homes for individuals with intellectual and developmental disabilities located in Coon Rapids, Minnesota; and (b) to pay certain expenses incurred in connection with the issuance of the Bonds.

The City of Coon Rapids facilities to be financed with the proceeds of the Bonds are owned and operated by the Borrower and are located at the following addresses: 2483 109th Avenue NW and 2493 109th Avenue NW, Coon Rapids, Minnesota. This public hearing does not impose any liability on the City or the State of Minnesota or in any way involve the City or the State of Minnesota in the issuance of the Bonds or the acquisition, remodeling and equipping of the facilities, but is an accommodation by the City to satisfy the requirements of Section 147(f) of the Code, for the issuance of the Bonds by the Authority.

**RECOMMENDATION**

Council is asked to hold the public hearing and take comments on the proposed bond issue on behalf of Wisconsin Health and Educational Facilities Authority (the "Authority") of its revenue bonds, in one or more series, in an aggregate principal amount not to exceed \$10,000,000 (the "Bonds") on behalf of Bethesda Lutheran Communities, Inc.

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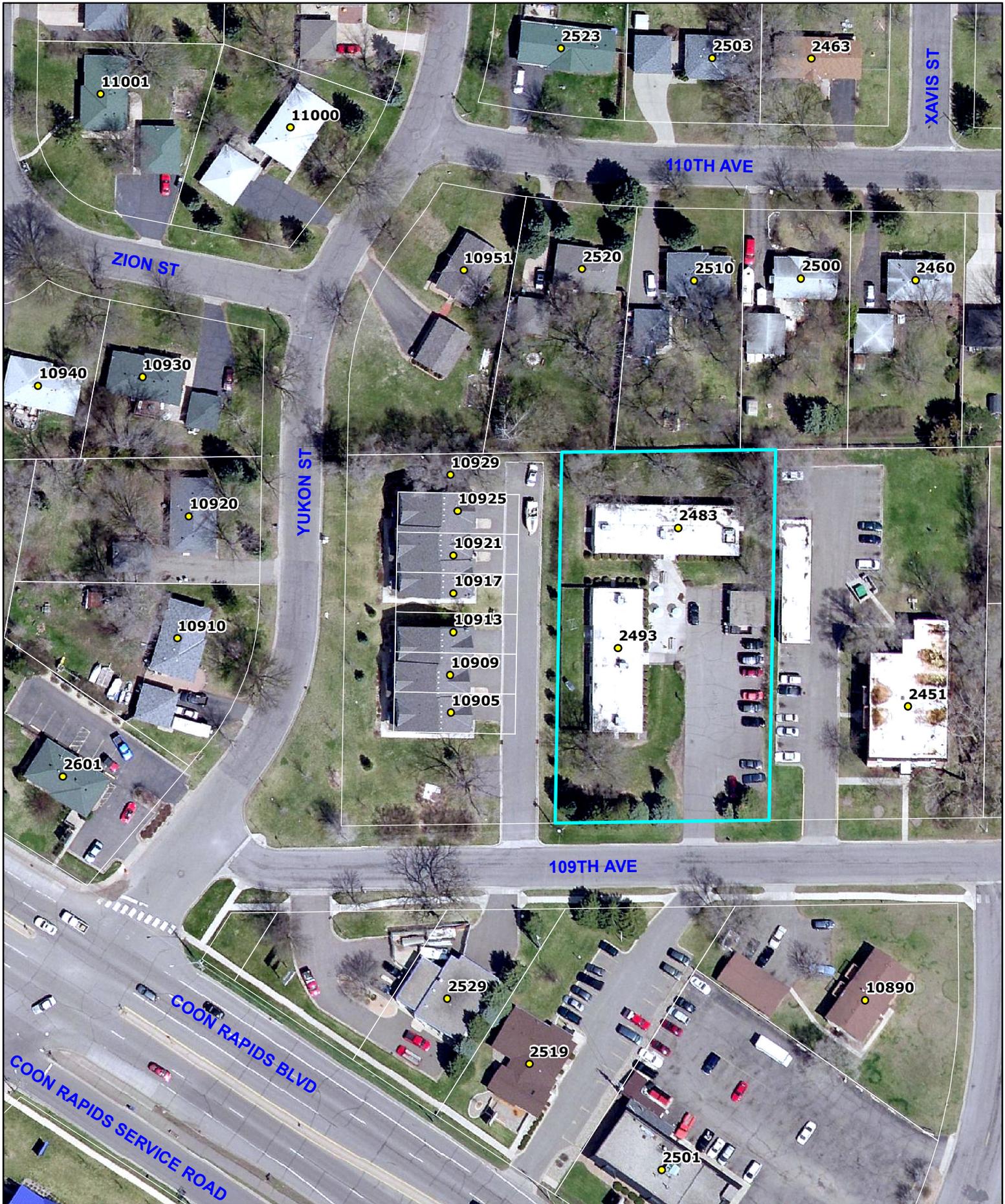
**Attachments**

Map

Memo to Council

Public Hearing Notice

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**Group Home Location - 2483 and 2493 109th Ave**



September 23, 2013

**To:** Members of the City Council  
City of Coon Rapids, Minnesota

**From:** Elizabeth S. Blutstein  
Quarles & Brady LLP  
Attorneys for the Wisconsin Health and Educational Facilities Authority

**Re:** Request for Assistance in Obtaining Host Approval Under Section 147 of the Internal Revenue Code of 1986

The Wisconsin Health and Educational Facilities Authority (the “Wisconsin Authority”) is proposing to issue tax-exempt bonds (the “Bonds”) and loan the proceeds to Bethesda Lutheran Communities, Inc., a Wisconsin nonstock nonprofit corporation (“Bethesda”), to finance several facilities located in Wisconsin, Illinois and Minnesota, including the City of Coon Rapids, Minnesota (the “City”), as more specifically described in the attached Notice of Public Hearing.

In order to issue the Bonds, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), requires the Wisconsin Authority to obtain “host approval” from an elected official in each of the jurisdictions where bond proceeds will be spent. Part of such host approval process includes a public hearing to be held by the City. Such public hearing does not impose any liability on the City or in any way involve the City in the issuance of the Bonds, but is an accommodation by the City for the Bonds to satisfy the requirements of Section 147(f) of the Code.

Following the public hearing, the Mayor will provide a certificate of approval in the form attached. The Mayor’s approval is given solely for the purpose of compliance with the host public approval requirements of Section 147(f) of the Code for those facilities located in the City to be financed with proceeds of the Bonds.

The Bonds will be payable solely out of the revenues and other funds pledged for their payment under an Indenture of Trust between the Wisconsin Authority and U.S. Bank National Association, as trustee, and are not a debt of either the City of Coon Rapids, Minnesota or the State of Minnesota.

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## NOTICE OF PUBLIC HEARING

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The City of Coon Rapids will hold a public hearing on October 1, 2013, at 7:00 p.m. at the Council Chambers in Coon Rapids City Center located at 11155 Robinson Drive, Coon Rapids, Minnesota 55433.

The public hearing will be to consider the issuance by the Wisconsin Health and Educational Facilities Authority (the "Authority") of its revenue bonds, in one or more series, in an aggregate principal amount not to exceed \$10,000,000 (the "Bonds") on behalf of Bethesda Lutheran Communities, Inc., a Wisconsin nonstock nonprofit corporation (the "Borrower"). The interest on the Bonds is expected to be excludable from gross income for federal income tax purposes pursuant to Sections 103 and 145 of the Internal Revenue Code of 1986, as amended (the "Code"). The proceeds of the Bonds will be loaned by the Authority to the Borrower, a portion of which, in a principal amount not to exceed \$1,000,000, may be used for the following purposes: (a) to pay, reimburse the Borrower or refinance an interim loan for costs associated with the acquisition, renovation, remodeling and equipping of two group homes for individuals with intellectual and developmental disabilities located in Coon Rapids, Minnesota; and (b) to pay certain expenses incurred in connection with the issuance of the Bonds.

The facilities to be financed with the proceeds of the Bonds are owned and operated by the Borrower and are located at the following addresses: 2483 109<sup>th</sup> Avenue NW and 2493 109<sup>th</sup> Avenue NW, Coon Rapids, Minnesota.

This public hearing does not impose any liability on the City or the State of Minnesota or in any way involve the City or the State of Minnesota in the issuance of the Bonds or the acquisition, remodeling and equipping of the facilities, but is an accommodation by the City to satisfy the requirements of Section 147(f) of the Code, for the issuance of the Bonds by the Authority.

At the public hearing, all persons will be afforded a reasonable opportunity to express their views on the proposed issuance of the Bonds and the location and nature of the facilities to be financed with the proceeds of the Bonds. At or prior to the public hearing written comments may be submitted to the City Clerk of the City at 11155 Robinson Drive, Coon Rapids, Minnesota 55433.



**City Council Regular**

**11.**

**Meeting Date:** 10/01/2013

**Subject:** PC 13-21 Preliminary and Final Plat for River View Farms Plat 3, Coon Rapids Blvd and Blackfoot St, Allina Health Systems

**From:** Scott Harlicker, Planner

---

**INTRODUCTION**

The applicant is requesting preliminary and final plat approval of River View Farms Plat 3. The Mercy Hospital office building that is currently under construction is located on the subject property. The applicant is proposing to replat the existing parcels into three lots.

**DISCUSSION**

**Background**

The subject property is 12.56 acres in size and is currently being developed as a medical office building (MOB). The plat includes seven lots; two of the lots are split by Blackfoot Street. The proposed plat will take those seven lots and plat them as three lots and plat right-of-way for Blackfoot Street and 119th Avenue. The structure on Lot 1A will be removed as part of the site plan for the office building.

**Analysis**

All the parcels meet the dimensional requirements for the PORT district. The property on the west side of Blackfoot Street is platted as two parcels because part of the parcel is a "Torrens" property and part is "Abstract" property. The portion of the property that has gone through a Torrens procedure, a legal procedure that establishes the legal description of a lot, cannot be combined with property that has a typical abstract legal description. The City Engineer has asked that the street easements for Blackfoot Street and 119th Avenue be platted as dedicated right-of-way.

**Planning Commission Meeting**

At the Planning Commission meeting held on September 19th, no one spoke at the public hearing.

***Park Dedication***

The Planning Commission's recommendation included a condition requiring park dedication fee be paid prior to releasing the plat for recording. The requirement for park dedication is found in the Subdivision Regulations. The intent of park dedication is to offset the additional demand on park facilities that result from new development triggered by the subdivision. A typical subdivision creates new lots and therefore opportunities for new development. In this case, the applicant is not creating new lots; they are actually re-platting the property to reduce the number of lots. There will be no new development opportunities that result from this plat; the Mercy Office Building project was approved separately from the re-plat and the re-plat is not for the purpose of subdividing or creating separate, buildable lots. Staff is recommending that the condition be eliminated. Future subdivision of this property to create new lots would likely require a park dedication fee.

The Planning Commission voted 5:0 to recommend approval of the preliminary and final plat for River View Farms Plat 3 with the following conditions:

1. All comments of the City Engineer be addressed.
2. Park dedication fee in the amount of \$58,800 be paid prior to releasing the plat for recording.
3. All comments of Anoka County Highway Department be address

However, for the reasons discussed above, staff recommends removing Condition #2.

**RECOMMENDATION**

Given the previous discussion regarding park dedication, staff recommends Council approve the preliminary and final plat for River View Farms Plat 3 with the following conditions:

1. All comments of the City Engineer be addressed.
2. All comments of Anoka County Highway Department be addressed.

---

**Attachments**

Location Map

Preliminary Plat

Final Plat

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River View Farm Plat 3

**Owner:**  
Alina Health System, a Minnesota non-profit corporation

**Developer:**  
Frauenshuh HealthCare Real Estate Solutions  
7101 West 78th Street, Suite 110  
Minneapolis, MN 55439  
Attn: Noel Counihan  
952-829-3474

**Surveyor:** Clark Engineering Corporation  
621 Lilac Drive North  
Golden Valley, MN 55422  
Attn: Craig E. Johnson  
763-545-9196

**Architect:** Pope Architects  
1295 Bandana Blvd N,  
Suite 200  
St. Paul, MN 55108-2735  
651-642-9200  
Attn: David Moga

**Area:**  
Total Site Area: 547,163± SF or 12.56 ± Ac.  
Proposed Dedicated R.O.W.  
119th Ave NW : 13,094± SF or 0.30± Ac.  
Blackfoot St NW: 21,531± SF or 0.49± Ac.  
Lot 1 & Lot 1A, Block 1: 472,825± SF or 10.85± Ac.  
Lot 1, Block 2: 39,693± SF or 0.91± Ac.

**Zoning & Setbacks**

Site is Zoned PORT per City of Coon Rapids Zoning Map dated 8-2012.

Building height: All buildings shall be a minimum of 20 feet in height.

Minimum lot area: The lot area shall be sufficient to accommodate principal and accessory buildings, and required parking, setbacks, and landscaped areas.

Minimum lot width: Free standing buildings, 50 feet; attached storefronts, 20 feet.

Front yard setback: Principal or accessory structures in arterial streets is 50 feet except that in no event shall the setback be less than 22 feet from the street right-of-way. For collector and local streets the setback is a maximum of 50 feet.

Side or rear yard setback: 10 feet minimum unless attached

Building floor areas: Minimum 5,000 square feet and no maximum floor area requirement

**GENERAL NOTES:**

- Field work was performed by Clark Engineering Corporation on 3-15-12, 3-17-12, & 3/01/13 exclusively for this project.
- All dimensions depicted on this survey are in feet and decimals of a foot, unless otherwise indicated.
- At the time of this survey, all existing building dimensions are measured to the exterior finished face, unless otherwise indicated.
- For the purposes of this survey, the West Line of Section 7, has an assumed bearing of North 0 degrees 08 minutes 58 seconds East.
- For the purposes of this survey, the Vertical datum is referenced from MN Dot Geodetic Database, Station Name 0212 B, with Elevation height of 877.35 NGVD 29. Benchmarks are as shown on survey.
- For the purposes of this survey, Certificate of Title No. (80686) was relied upon as to matters of record.
- For the purposes of this survey, a Gopher State One-Call public utility locate ticket (Nos. 120650657, 120650700, 120650720, 120650722, & 120650703 was prepared. Private utility locations were not identified as part of this survey. The contractor must verify all utility locations prior to construction/excavation. Qwest/Century Link lines were not marked on North and South properties. Gas lines were not marked south of CSAH N0.1  
Note: State law requires underground utilities to be located 48 hours prior to excavation.  
GOPHER STATE ONE-CALL: (651) 454-0002

**LEGEND:**

(M)	Denotes Measured Distance	⊙	Telephone Manhole	⊕	Area Drain
(R)	Denotes Distance Per Recorded Document	⊙	Hand Hole	⊕	Mailbox
(P)	Denotes Distance Per Recorded Plat	⊙	Electric Manhole	⊕	Finished Floor Elevation
x 900.0	Existing Spot Elevation	⊙	Sanitary Sewer Manhole	⊕	Denotes Right-of-Way
x T 900.0	Existing Top of Curb Elevation	⊙	Storm Sewer Manhole	⊕	Top Nut Hydrant
⊙	Found Section Corner Monument	⊙	Catch Basin Manhole	⊕	Structure Rim Elevation
●	Found Iron Pipe	⊙	Catch Basin	⊕	Structure Invert Elevation
⊙	Found/Set Chiseled X	⊙	Flared End Section	⊕	Structure Flow Line Elevation
		⊙	Gas Valve	⊕	Denotes Record Invert Elevation
		⊙	Water Valve	⊕	Note Number
		⊙	Post Indicator Valve	⊕	
		⊙	Water Shut-off/Curb Stop	⊕	Deciduous Tree
		⊙	Fire Conn./Standpipe	⊕	Coniferous Tree
		⊙	Fire Hydrant	⊕	
		⊙	Cleanout	⊕	
		⊙	Down Spout	⊕	
		⊙	Roof Drain	⊕	
		⊙	Utility Pedestal	⊕	
		⊙	Electric Meter	⊕	
		⊙	Gas Meter	⊕	
		⊙	Utility Pole	⊕	
		⊙	Guy Wire	⊕	
		⊙	Signal Pole	⊕	
		⊙	Flag Pole	⊕	
		⊙	Bollard/Guard Post	⊕	
		⊙	Sign	⊕	
		⊙	Light Pole	⊕	
		⊙	Control Point	⊕	

**Legal Description:**

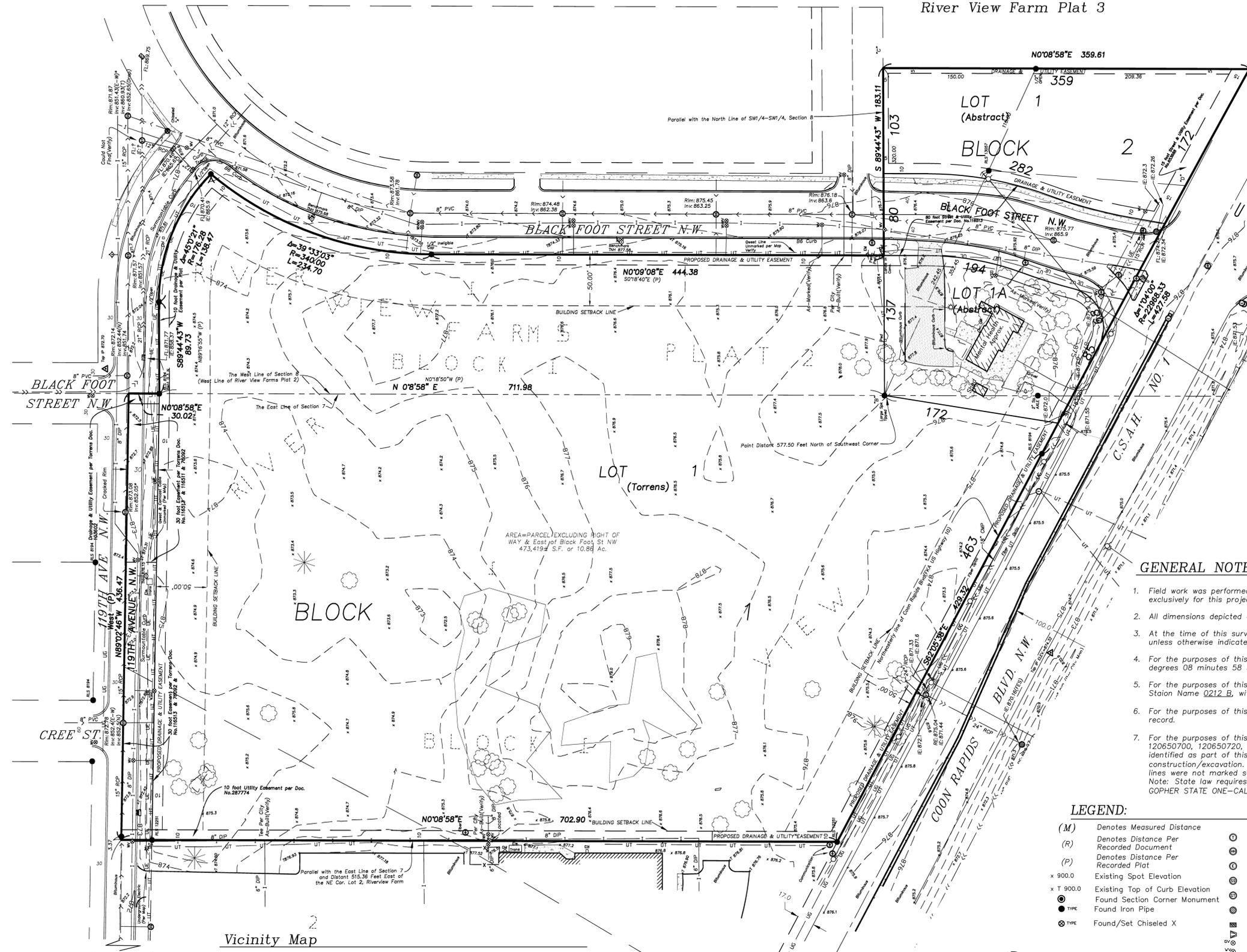
See Sheet 2 (Sheet 2 is only legal description)

**Certification:**

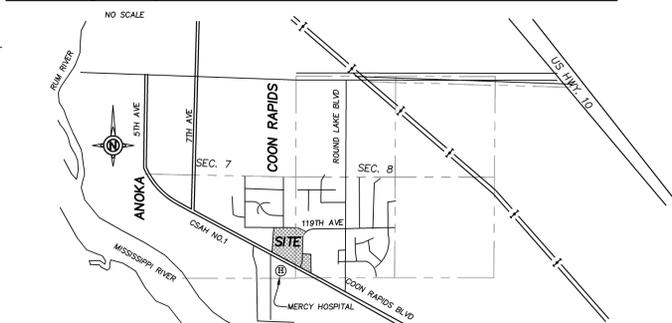
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Craig E. Johnson  
Craig E. Johnson LS CFEdS  
Minnesota License No. 44530

7-10-2013  
Date



**Vicinity Map**



621 Lilac Drive North  
Minneapolis, MN 55422-4609  
(763) 545-9196  
Fax: (763) 541-0056  
www.clark-eng.com

**CLARK**  
ENGINEERING CORPORATION

Sec. 7 & 8, T. 31, R. 24  
Anoka County

Preliminary Plat - River View Farms Plat 3  
FOR  
Frauenshuh HealthCare Real Estate Solutions  
PROJECT  
Mercy Medical MOB  
Coon Rapids MN

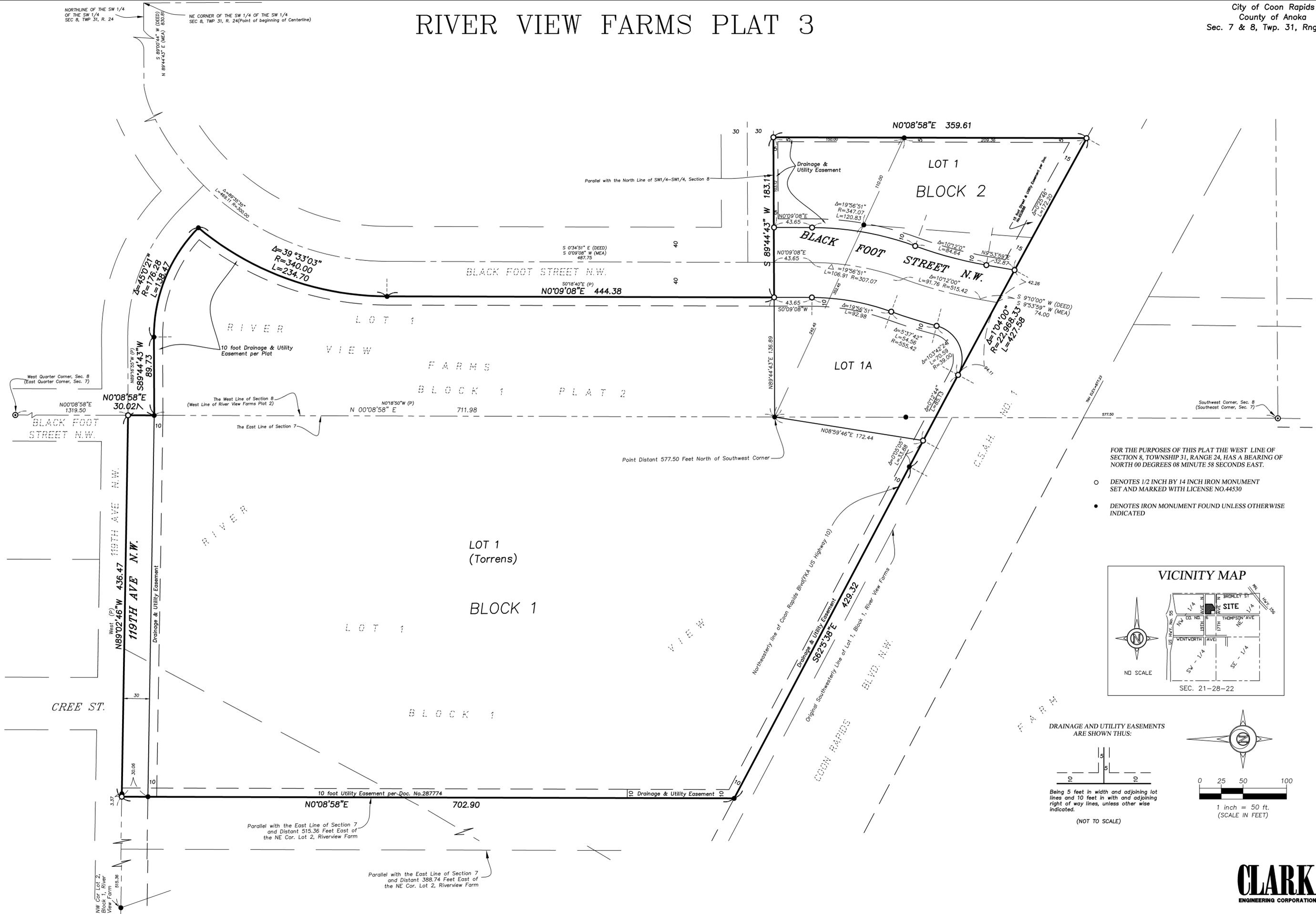
DATE  
REVISIONS

DRAWN BY	MDN & CEJ
CHECKED BY	DTO & CEJ
DATE	07/10/2013
PROJECT NO.	C12506.03
SHEET NO.	1

Sheet 1 of 2

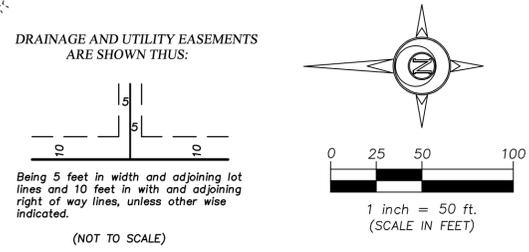
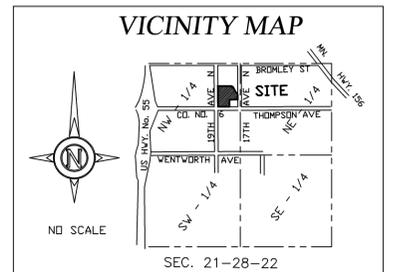
# RIVER VIEW FARMS PLAT 3

City of Coon Rapids  
County of Anoka  
Sec. 7 & 8, Twp. 31, Rng. 24



FOR THE PURPOSES OF THIS PLAT THE WEST LINE OF SECTION 8, TOWNSHIP 31, RANGE 24, HAS A BEARING OF NORTH 00 DEGREES 08 MINUTE 58 SECONDS EAST.

- DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET AND MARKED WITH LICENSE NO.44530
- DENOTES IRON MONUMENT FOUND UNLESS OTHERWISE INDICATED



**CLARK**  
ENGINEERING CORPORATION



**City Council Regular**

**12.**

**Meeting Date:** 10/01/2013

**Subject:** PC 13-20 Site Plan, Mother Baby Center Addition, Mercy Hospital

**From:** Scott Harlicker, Planner

**INTRODUCTION**

The applicant is requesting site plan approval for a 50,700 square foot addition to the Mother Baby Center at Mercy Hospital.

**DISCUSSION**

The applicant is proposing a 50,700 square foot addition to Mercy Hospital. The addition will house the Mother Baby Center and be located on the south east side of the building. It is a two story addition that will include a skyway connection, across the rear of the building, to the operating room on the west side of the building.

***Site Plan Criteria***

<b>Required Finding - Chapter 11-325 - General Requirements for All Site Plans</b>	<b>Staff Analysis and Comments</b>
(1) Be compatible with surrounding land uses	<b>OK</b> - The proposed site plan is compatible with the adjacent land uses.
(2) Preserve existing natural features whenever possible	N/A
(3) Achieve a safe and efficient circulation system	<b>OK</b> – The drive aisles are of sufficient width to allow for safe and efficient traffic circulation.
(4) Not place excessive traffic loads on local streets	<b>OK</b> – Traffic generated by the project will access on to Coon Rapids Boulevard at a signalized intersection.
(5) Conform to the City’s plans for parks, streets, service drives, and walkways	N/A
(6) Conform to the City’s Goals and Policies	<b>OK</b> – The proposal is consistent with the Master Plan for Port Wellness and the land use designation of Commercial Mixed Use.
(7) Achieve a maximum of safety, convenience, and amenities	<b>OK</b> – An internal sidewalk system connects the building entrances with the parking lot. Lighting is provided for the parking lot and driveway. The lights will have shields and cut offs so that the light is directed away from adjacent properties. The lighting plan complies with city ordinance.
(8) Show sufficient landscaping	<b>OK</b> – See discussion below.
(9) Not create detrimental disturbances to surrounding properties	<b>OK</b> – The project will not create disturbances which will be detrimental to the surrounding properties.

(10) Meet Title 11	<b>OK</b> - The plan does not require any variances from Title 11
(11) Show efforts to conserve energy whenever practical	<b>OK</b> - Overstory trees are planted to provide shade.

***River Rapids Overlay Development Guidelines***

<b>RRO Standard (Chapter 11-2700)</b>	<b>Proposed</b>
<b>Two-Story Expression, 11-2711(1)</b> Pitched roofs, dormers, gables containing windows	<b>OK</b> – The building is two stories.
<b>Building Massing, 11-2711(2)</b> Staggered components, columns, recessed entry areas, avoid long, even facades	<b>OK</b> – Components of the building are setback and cantilevered to provide breaks in the elevation.
<b>Facades, 11-2711(3)</b> Articulated building facades, 20 to 30 intervals	<b>OK</b> – The different building materials, windows provide articulation to break up the facades of the building.
<b>Varied Roof Shapes, 11-2711(4)</b> Variety (pitched roofs, dormers, chimneys, parapets, cornices)	<b>OK</b> – The roof is flat but has two different height levels.
<b>Focal Features, 11-2711(5)</b> Focal element (canopies, porticoes, overhangs, arches, recesses/projections, peaks/parapets over doors) on each building	<b>OK</b> – The entrance is a focal feature of the building. The canopy over the entrance and the large windows in the upper stories over the entrance help identify it.
<b>Canopies/Awnings/Entry Treatments, 11-2711(6)</b> Entries or focal features facing public streets	<b>OK</b> –The main entrance of the building is set off by a canopy.
<b>Building Materials, 11-2711(7)</b> High-quality materials (brick, natural stone, stucco, textured cast stone, fiber-cement siding; no steel panels, aluminum, vinyl, or fiberglass siding); 30% of facades facing a street must be brick or natural stone.	<b>OK</b> - The exterior of the building includes a variety of materials. Brick, pre-cast and glass are used to match the existing building.
<b>Windows and Doors, 11-2711(8)</b> Primary street level façade between 3 and 8 feet above grade must be 60% glass	N/A
<b>Outdoor Spaces, 11-2711(9)</b> Plazas, seating areas, outdoor furniture	<b>OK</b> – Seating areas will be incorporated near the entrance.
<b>Parking, 11-2711(10)</b> Locate parking to rear or sides of buildings.	<b>OK</b> – The addition is being retrofitted into the existing site plan. Parking is provided on the north, south and west sides of the addition.
<b>Pedestrian/Bicycle Access and Circulation, 11-2711(11)</b> Complete system from public ROW to buildings; minimum 5' wide sidewalks	<b>OK</b> – Internal sidewalks are provided. Existing sidewalks are also utilized.

<b>Urban Design Furniture/Amenities, 11-2711(12)</b> Compatible furniture/amenities (benches, trash receptacles, pedestrian-scale lighting, bicycle racks)	<b>NO</b> - Benches and a trash receptacle should be provided at the entrance
<b>Landscaping and Screening, 11-2711(13)</b>	<b>OK</b> - See discussion
<b>Lighting, 11-2711(14)</b> Accent lighting for building facades; compatible with applicable standards	<b>N/A</b> – No accent lighting is proposed for the buildings.

### Landscaping

Seven trees are being removed as a result of the addition. The applicant is proposing to plant 12 new trees. Five will be planted around the building and seven in an adjacent parking lot median. Various foundation plantings including ornamental trees, shrubs and perennials are also proposed.

### Parking and Access

#### *Parking*

The hospital currently has 1640 parking spaces. Seventy-nine (79) parking spaces will be eliminated. City code requires 1265 spaces for the hospital. There will be 1561 spaces remaining after the addition is constructed. According to the applicant's narrative, the peak parking demand for the hospital is during the day shift when there are 1120 employees on site; that leaves 441 parking spaces available for non-employee parking. No existing handicapped spaces will be eliminated.

#### *Access*

The main access from Coon Rapids Boulevard will not be changed. The drive in front of the hospital and the addition will be modified to accommodate the entrance and drop off area for the addition.

### Revised Building Elevations

Since the Planning Commission meeting the applicant has revised the exterior building elevations. The applicant is proposing to replace the pre-cast panels on the upper floors with architectural metal panels. The color of the metal panels will be the same as the pre-cast panels.

#### *Front Elevation*

On the front elevation the base of the building will remain brick. There is a band of pre-cast that will be eliminated and replaced with glass with narrow horizontal metal bands so that the upper levels will be all glass. There will be an accent architectural metal panel around the top and east end.

#### *Other Elevations*

On the east, west and south elevations the lower floor will remain brick and the pre-cast on the upper floor will be replaced with the architectural metal panels. The horizontal banded windows will be replaced with more traditional individual windows.

## *Analysis*

Architectural metal panels are allowed as an accessory material. Therefore its use on the front of the building is consistent with city code. However, it used as more than just an accent material on the other sides. These sides do not front on a public street and are primarily visible from only on site. The code does allow for design flexibility with respect to building materials. Staff recommends the Council approve the use of design flexibility with respect to the building material on the south, east and west elevations.

Since these elevations were not presented to the Planning Commission, the Council has the option of approving the elevations or referring them back to the Commission for their review.

### **Planning Commission Meeting**

At the Planning Commission meeting held on September 19th no one spoke at the public hearing. The Commission discussed the impact on parking. The applicant explained that the project will result in no new employees or additional hospital beds and that valet parking would be available. The Commission voted unanimously to recommend approval of the project.

### **RECOMMENDATION**

In Planning Case 13-20, recommend the City Council approve of the proposed addition with the following conditions:

1. All comments of the City Engineer be addressed.
2. Seating areas, bike rack and trash receptacle be incorporated near the entrance.
3. All landscaping areas must be irrigated.
4. The property owner must enter into a Site Security Agreement with the City.

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### **Attachments**

Location Map

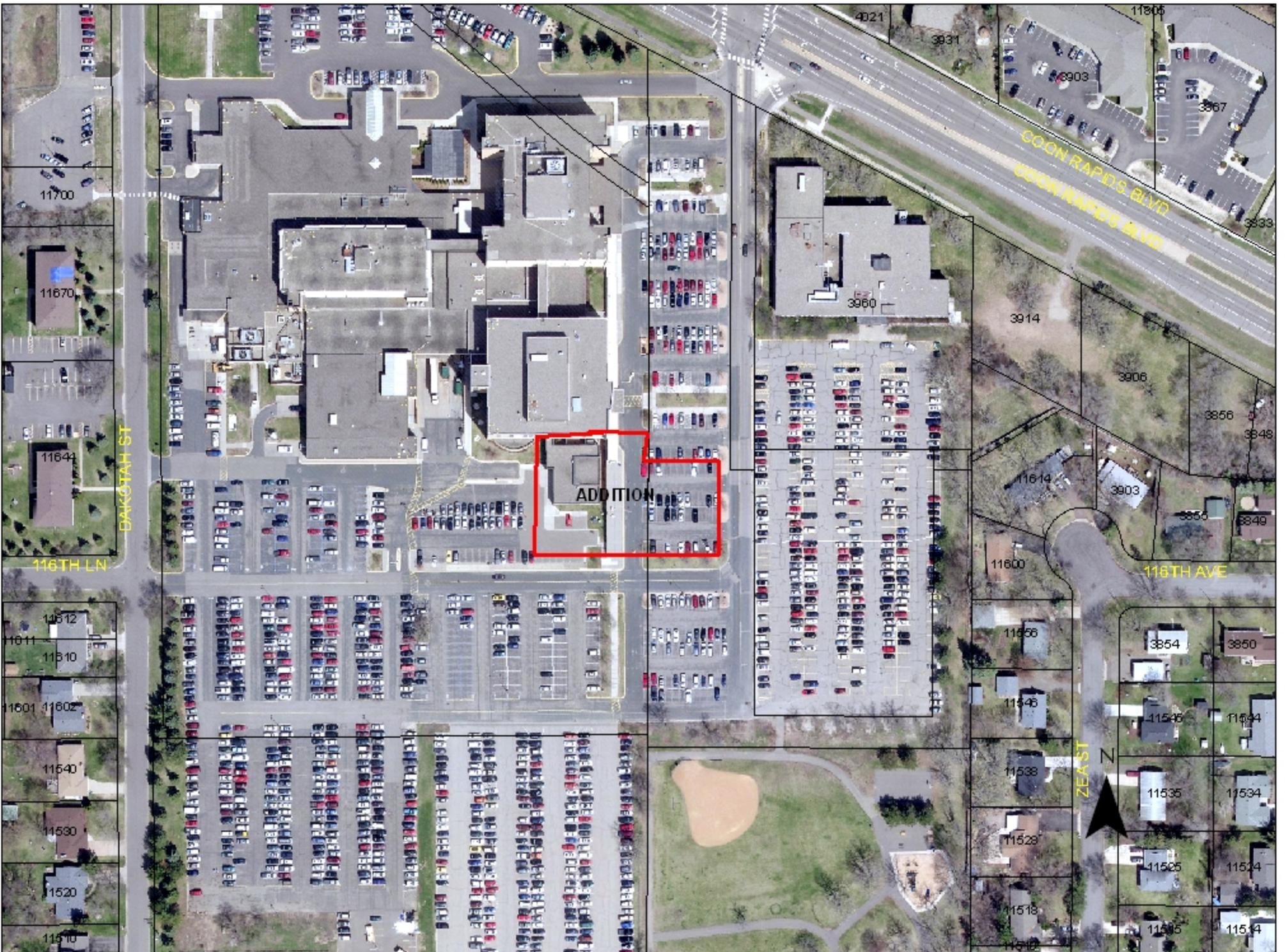
Applicant's Narrative

Development Plans

Revised Elevations

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# Location Map



## **Mercy Hospital – Mother Baby Center Expansion**

### **Site Review Submittal Narrative**

Located adjacent to the Mercy Heart & Vascular Center, the Mother Baby Center will create a state of the art facility for Mothers and Babies at Mercy Hospital. The MBC is part of not only the Mercy campus, but also a program developed on other sites throughout the metro.

Currently, the site primarily consists of parking and a small one story clinic. 79 stalls will be removed, bringing the total count from 1640 down to 1561. Minimum required is well below at 1265 (see following sheets). The one story clinic was designed for vertical expansion and will be vacated prior to construction. The MBC will utilize the existing clinic columns and roof slab in the new design. The new building has little effect over the extent of non-pervious since the site is mostly parking/existing building.

The program of the MBC consists primarily of 2 Operating Rooms, 13 Labor/Delivery/Recovery rooms, 8 Special Care Nursery rooms, 19 Post-Partum rooms, shell space and required support space. There is a skyway on level 1 that connects back to the existing operating rooms for a quick connection point between the two buildings. The existing loading dock will be regarded to allow for truck traffic under the skyway.

The exterior design will be contextually in-line with the rest of the Mercy campus. Primary building material will be brick, precast panels and curtain wall, all matching closely the existing materials. The form and geometry will follow the precedents of the campus as well. Level 2 steps back from Level 1 due to the smaller programmed area of the Level 2 space. A mechanical space is located on the lower level, feeding the space above through two shafts. This will keep the roof clear of major equipment. The immediate site will have a mix of planting and retaining walls complimentary to the campus and surrounding area.

Signage for the new building will follow that of the existing campus. Building mounted signage will match that of the adjacent Heart Center. The MBC monument sign will match the proposed new pylon sign at the front of campus in color and form but vary slightly to incorporate the MBC branding.



MEETING MINUTES

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- **45 non-contract physicians = 45 parking stalls**

**Total stall required = 1265 parking stalls.**

Mercy MBC Parking:

- Current stalls – 1640
- Number of bed license = 271
- FTE – 2241
- Dayshift = 2241 (50%) = 1120
- Afternoon = 2241 (30%) = 672
- Night shift = 2241 (20%) = 448

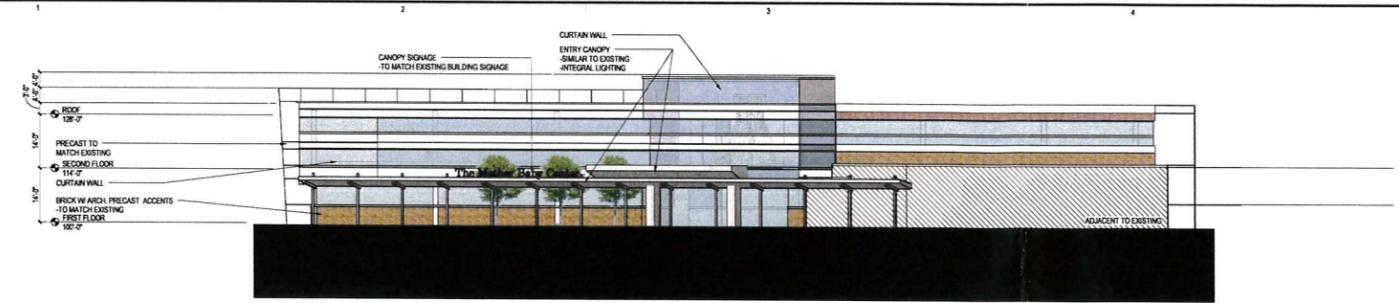




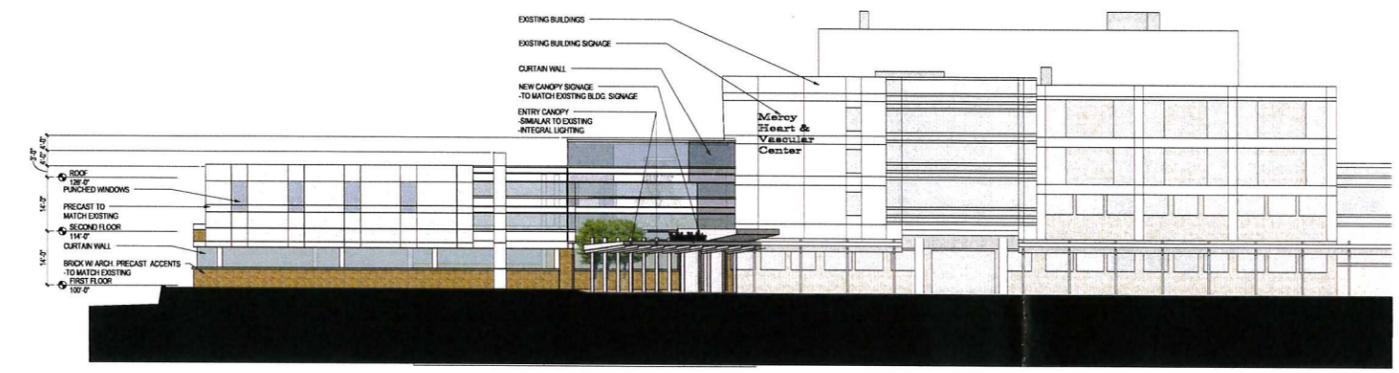




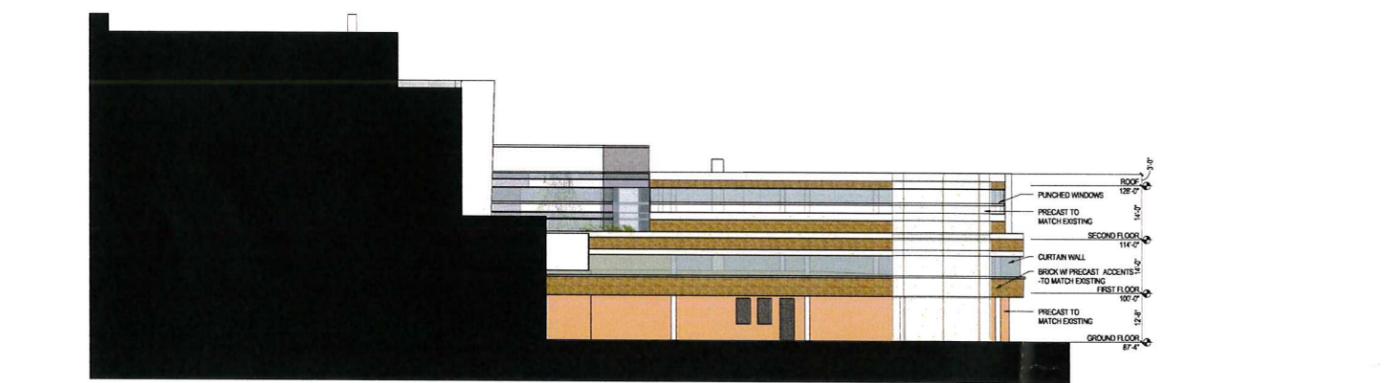
444 CEDAR STREET | SUITE 1900 | SAINT PAUL, MN 55101



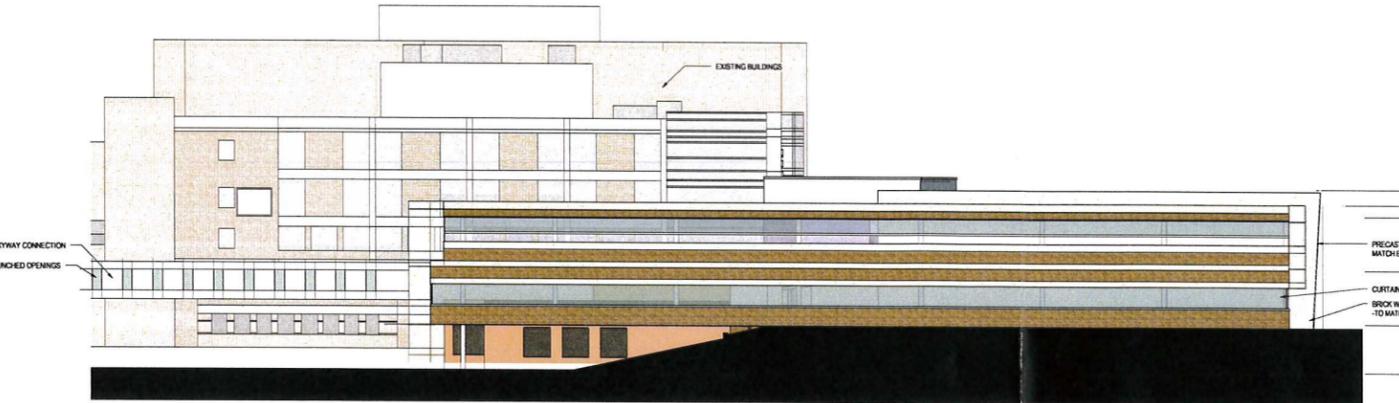
D1 North Elevation  
1/8" = 1'-0"



C1 East Elevation  
1/8" = 1'-0"



B1 West Elevation  
1/8" = 1'-0"



A1 South Elevation  
1/8" = 1'-0"

PROJECT FOR  
Allina Health  
Mother Baby Mercy  
4050 Coon Rapids Blvd NW

08-12-2019 SITE SUBMITTAL PACKAGE

MARK	DATE	DESCRIPTION
PROJECT NUMBER	218723	
ORIGINAL ISSUE	TBD	
PROJECT MANAGER	DON ROLF	
PROJECT DESIGNER	MIKE RODRIGUEZ	
PROJECT ARCHITECT	PROJECT ARCHITECT	
LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT	
CIVIL ENGINEER	CIVIL ENGINEER	
STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	
MECHANICAL ENGINEER	MECHANICAL ENGINEER	
ELECTRICAL ENGINEER	ELECTRICAL ENGINEER	
INTERIOR DESIGNER	INTERIOR DESIGNER	
EQUIPMENT PLANNER	EQUIPMENT PLANNER	
DRAWN BY	AJL/br	

**PRELIMINARY**  
NOT FOR CONSTRUCTION

EXTERIOR ELEVATIONS

SCALE 1/8" = 1'-0"

**A-201**

SITE REVIEW SUBMITTAL

C:\WD\102323\Drawn\_Landscape.dwg  
08/20/19 11:54:58 AM



METAL PANEL

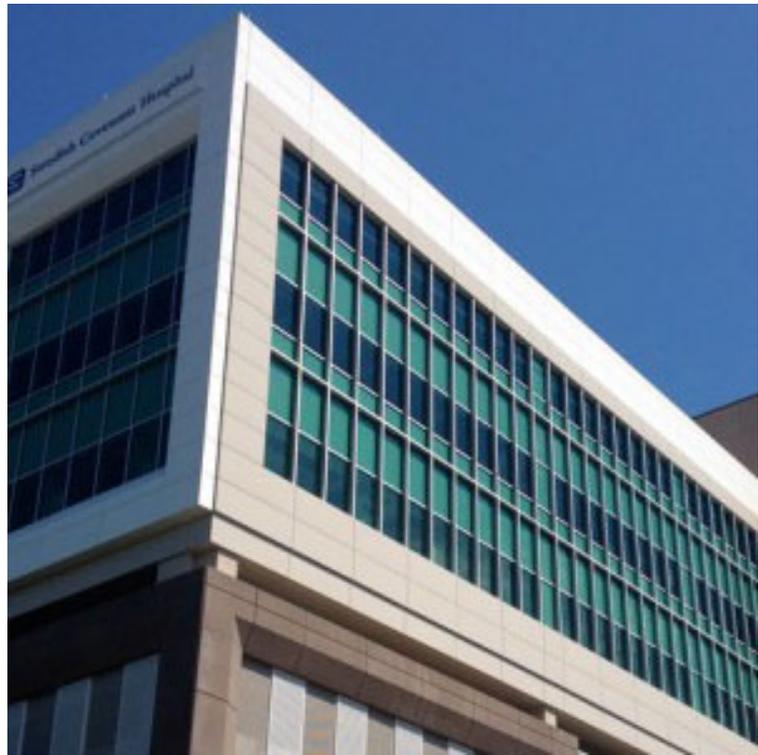
Mercy  
Heart &  
Vascular  
Center

The Mother Baby Center

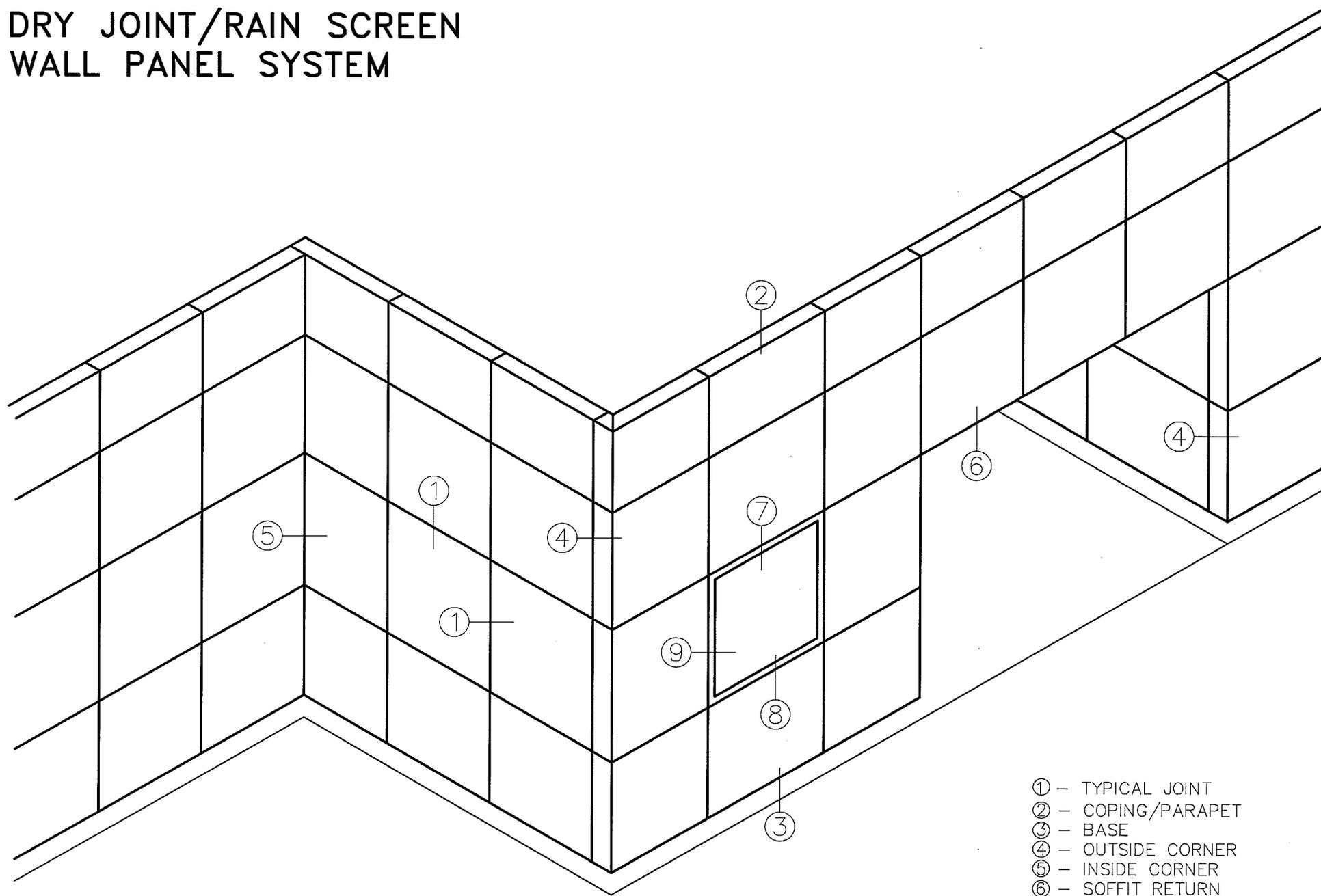
METAL PANEL

METAL PANEL

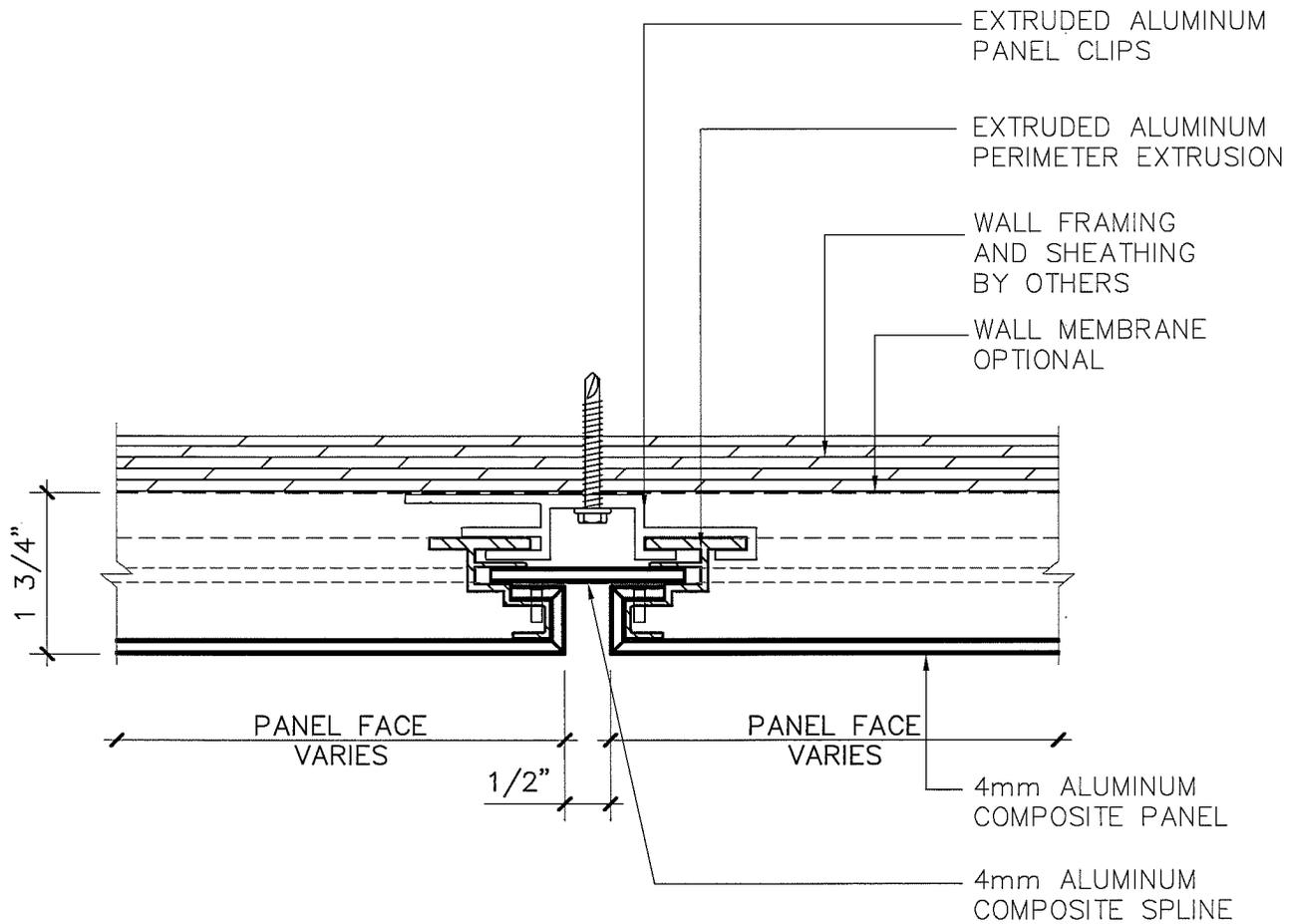




# DRY JOINT/RAIN SCREEN WALL PANEL SYSTEM



- ① - TYPICAL JOINT
- ② - COPING/PARAPET
- ③ - BASE
- ④ - OUTSIDE CORNER
- ⑤ - INSIDE CORNER
- ⑥ - SOFFIT RETURN
- ⑦ - WINDOW/DOOR HEAD
- ⑧ - WINDOW SILL
- ⑨ - WINDOW/DOOR JAMB



1

**SPECIALTY  
SYSTEMS**  
Innovative Exterior Specialists  
11901 Riverwood Drive  
Burnsville, MN 55337

Phone (952) 894-5111 • Fax (952) 894-0687

PROJECT:	TYPICAL JOINT
LOCATION:	-
ARCHITECT:	-
LOCATION:	-
CONTRACTOR:	-
LOCATION:	-

JOB NUMBER:	-
PROJECT MGR.:	-
ARCH. REF:	-
DATE:	-

WOOD BLOCKING  
BY OTHERS

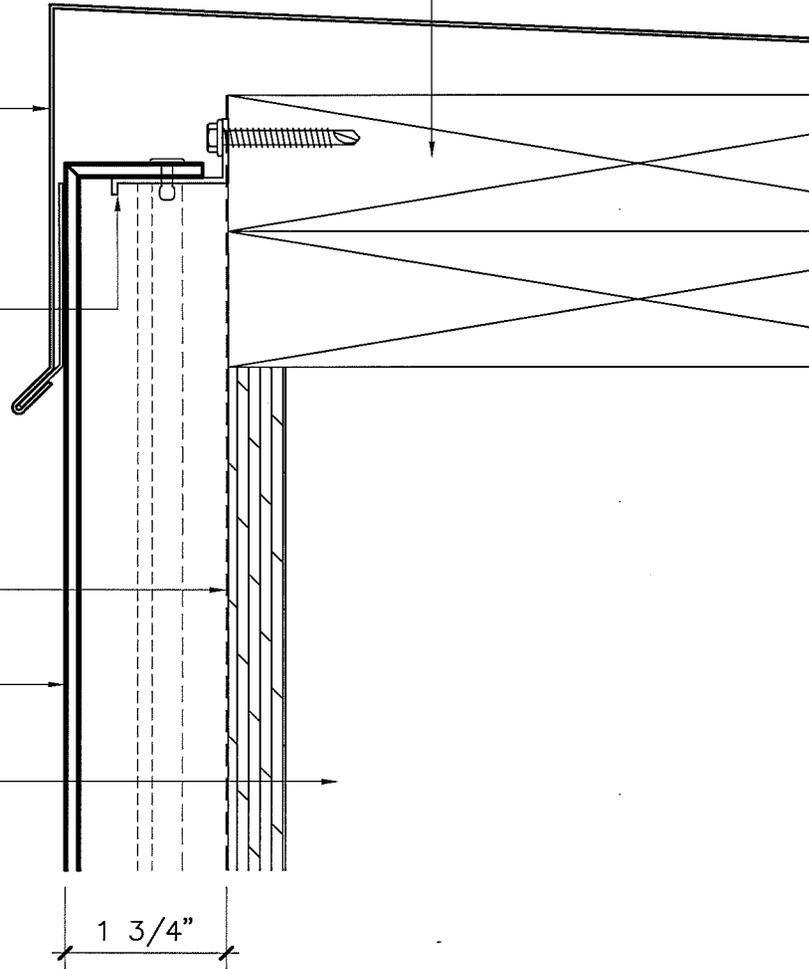
BREAKMETAL  
COPING AND KEEPER

.063 ALUMINUM  
PANEL CLIP ANGLES

WALL MEMBRANE  
OPTIONAL

4mm ALUMINUM  
COMPOSITE PANEL

WALL FRAMING  
AND SHEATHING  
BY OTHERS



2A



Phone (952) 894-5111 • Fax (952) 894-0687

PROJECT:	COPING - OPTION "A"
LOCATION:	-
ARCHITECT:	-
LOCATION:	-
CONTRACTOR:	-
LOCATION:	-

JOB NUMBER:	-
PROJECT MGR.:	-
ARCH. REF:	-
DATE:	-

BACKER ROD  
AND SEALANT

WOOD BLOCKING  
BY OTHERS

BREAKMETAL  
COPING AND KEEPER

GALVANIZED FRAMING  
ATTACHMENT ANGLE

.063 ALUMINUM  
PANEL CLIP ANGLES

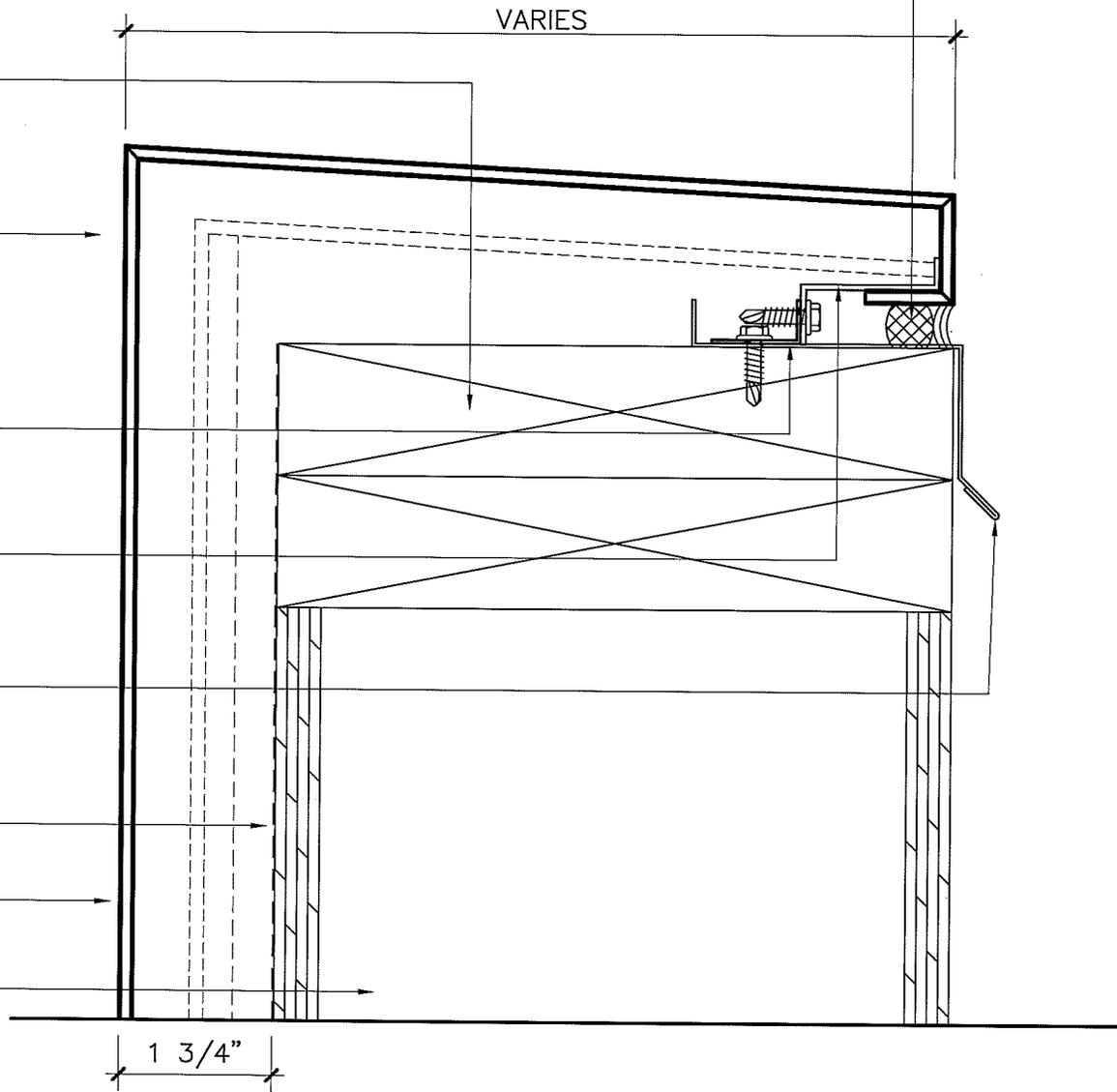
DRIP FLASHING  
BY OTHERS  
OPTIONAL

WALL MEMBRANE  
OPTIONAL

4mm ALUMINUM  
COMPOSITE PANEL

WALL FRAMING  
AND SHEATHING  
BY OTHERS

VARIES

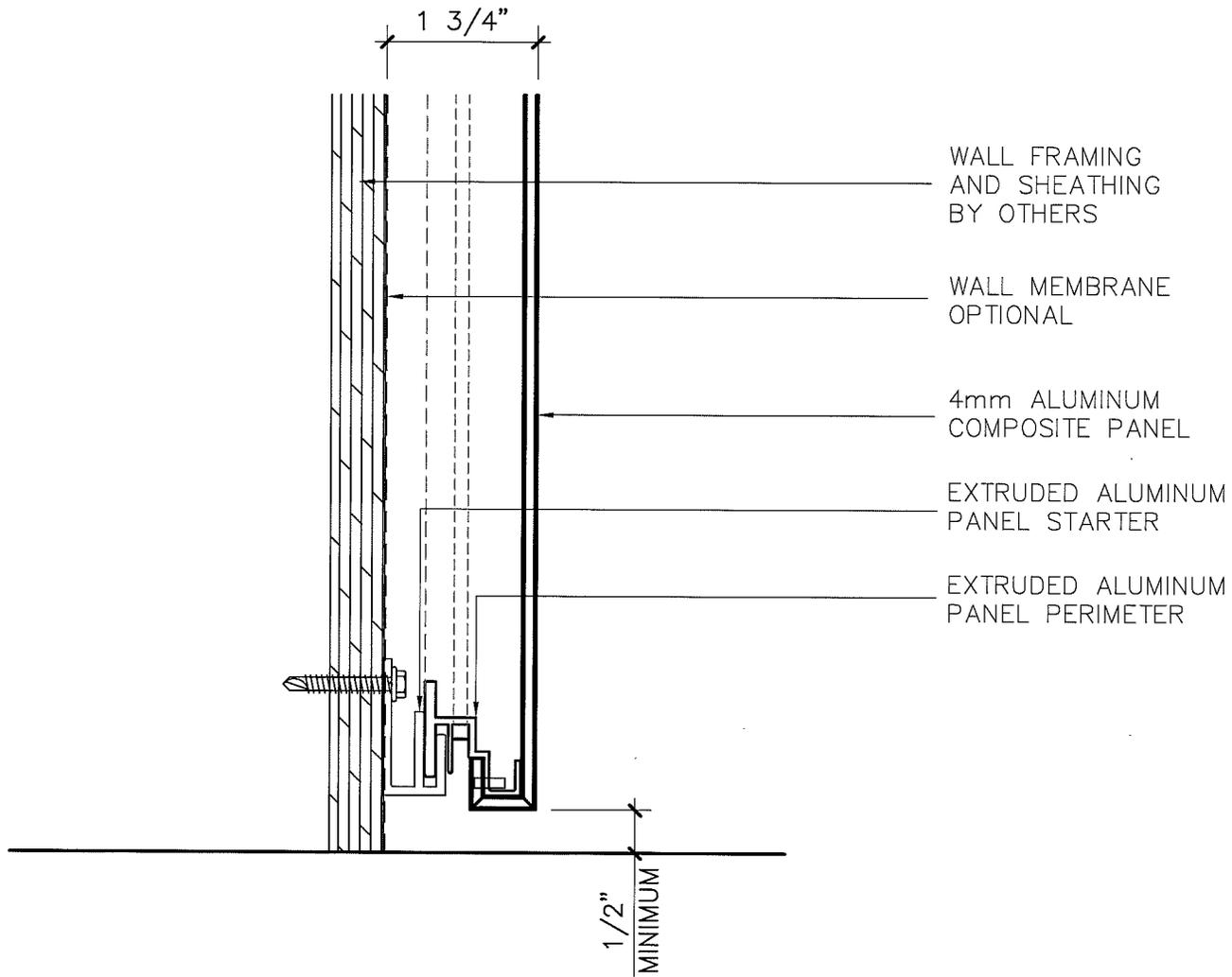


2B

**SPECIALTY SYSTEMS**  
 Innovative Exterior Specialists  
 11901 Riverwood Drive  
 Burnsville, MN 55337  
 Phone (952) 894-5111 • Fax (952) 894-0687

PROJECT:	COPING - OPTION "B"
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CONTRACTOR:	-
LOCATION:	-

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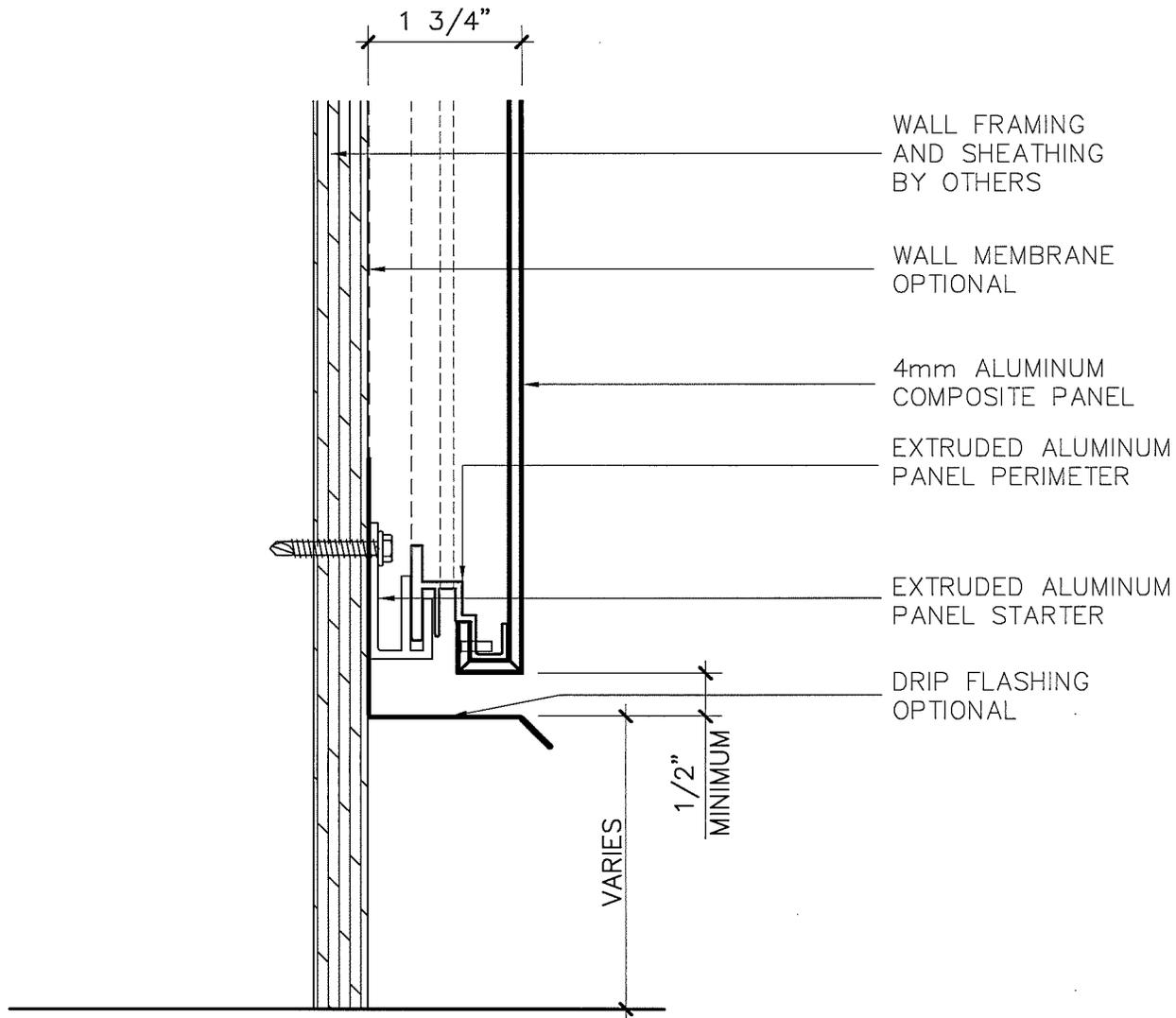


3A

**SPECIALTY SYSTEMS**  
 Innovative Exterior Specialists  
 11901 Riverwood Drive  
 Burnsville, MN 55337

Phone (952) 894-5111 • Fax (952) 894-0687

PROJECT:	BASE-OPTION "A"	JOB NUMBER:	-
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ARCHITECT:	-	ARCH. REF:	-
CONTRACTOR:	-	DATE:	-
LOCATION:	-		



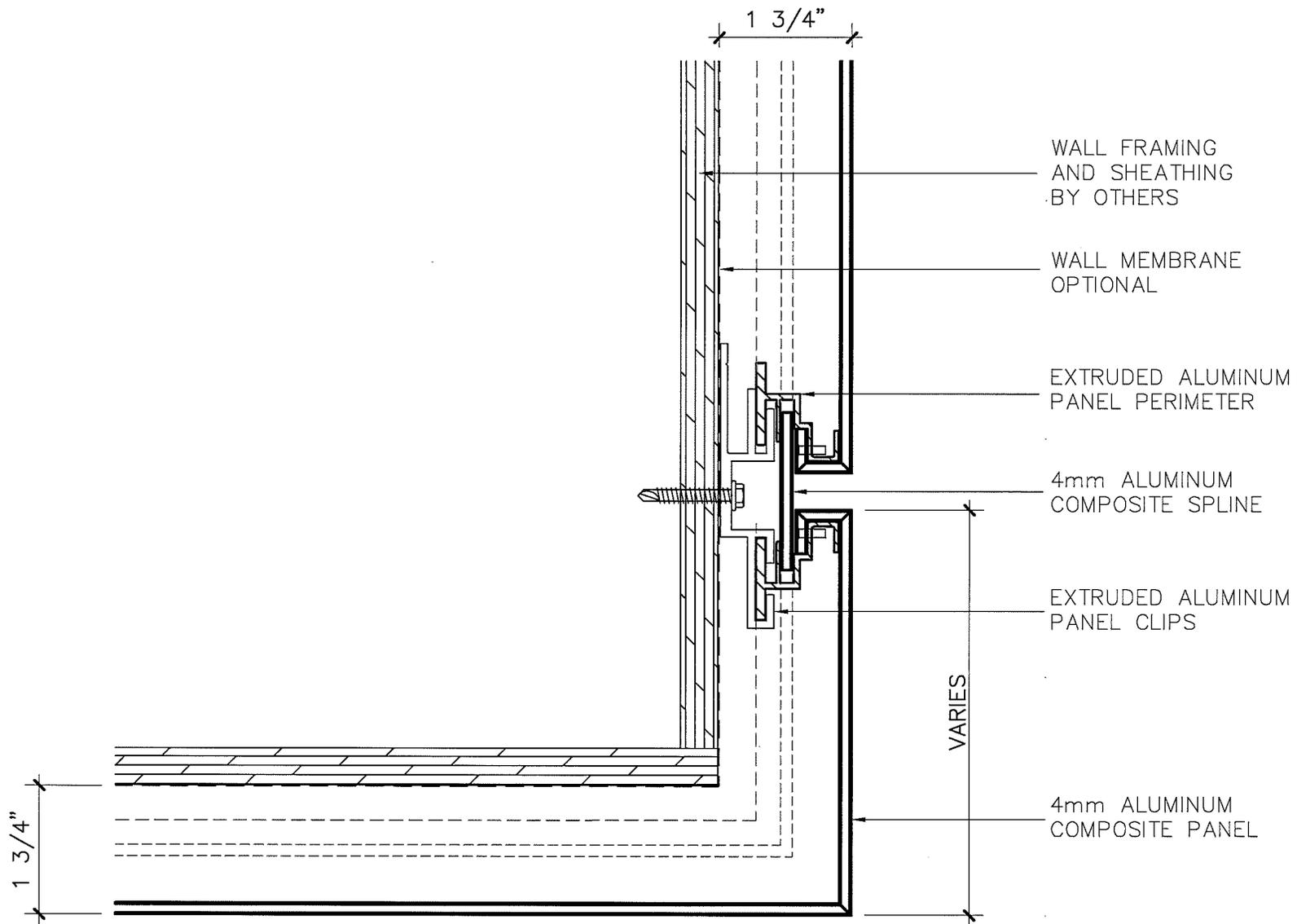
3B

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 Burnsville, MN 55337

Phone (952) 894-5111 • Fax (952) 894-0687

PROJECT:	BASE-OPTION "B"
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LOCATION:	-

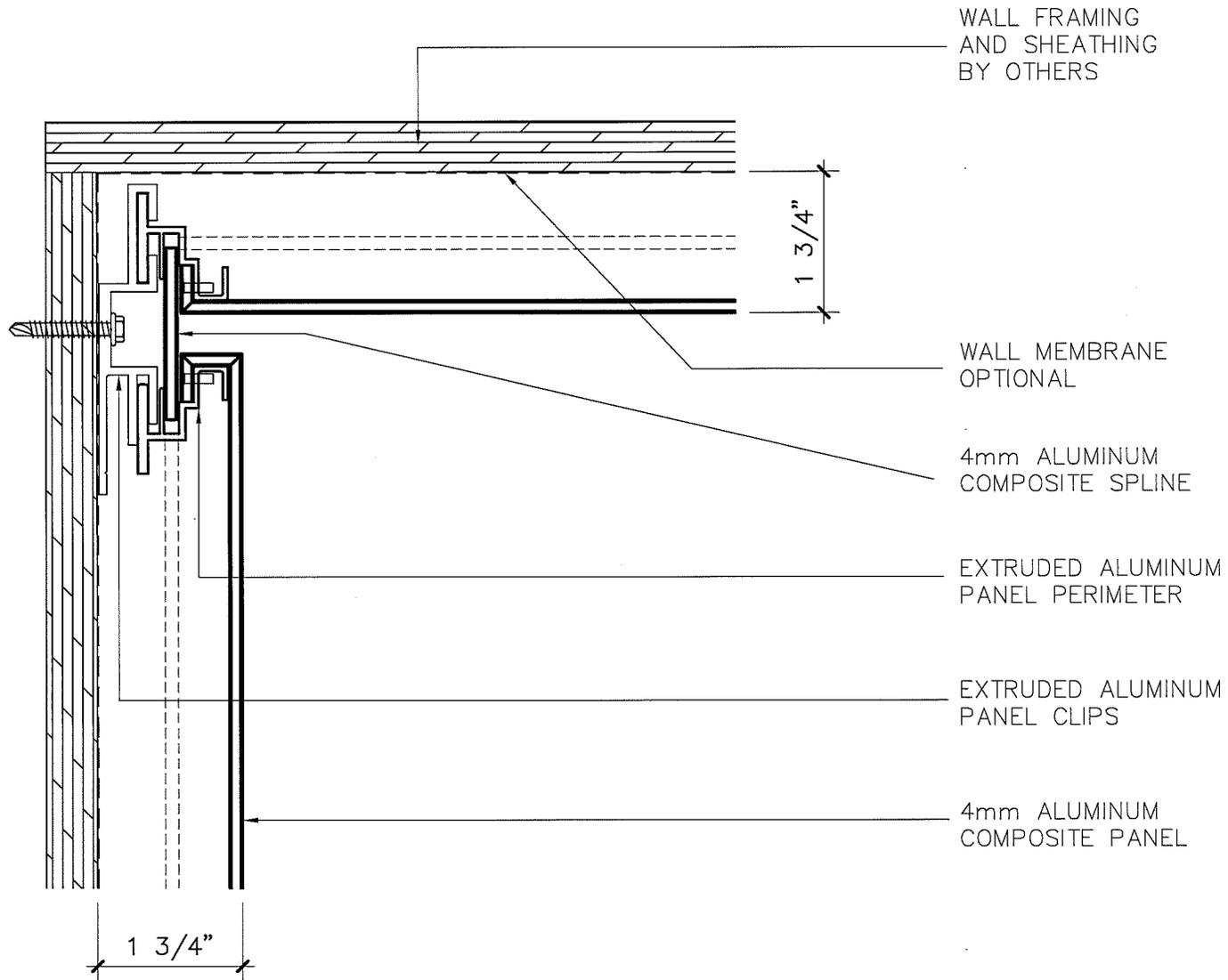
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DATE:	-



4

**SPECIALTY SYSTEMS**  
 Innovative Exterior Specialists  
 11901 Riverwood Drive  
 Burnsville, MN 55337  
 Phone (952) 894-5111 • Fax (952) 894-0687

PROJECT:	OUTSIDE CORNER - OPTION "A"	JOB NUMBER:	-
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LOCATION:	-		



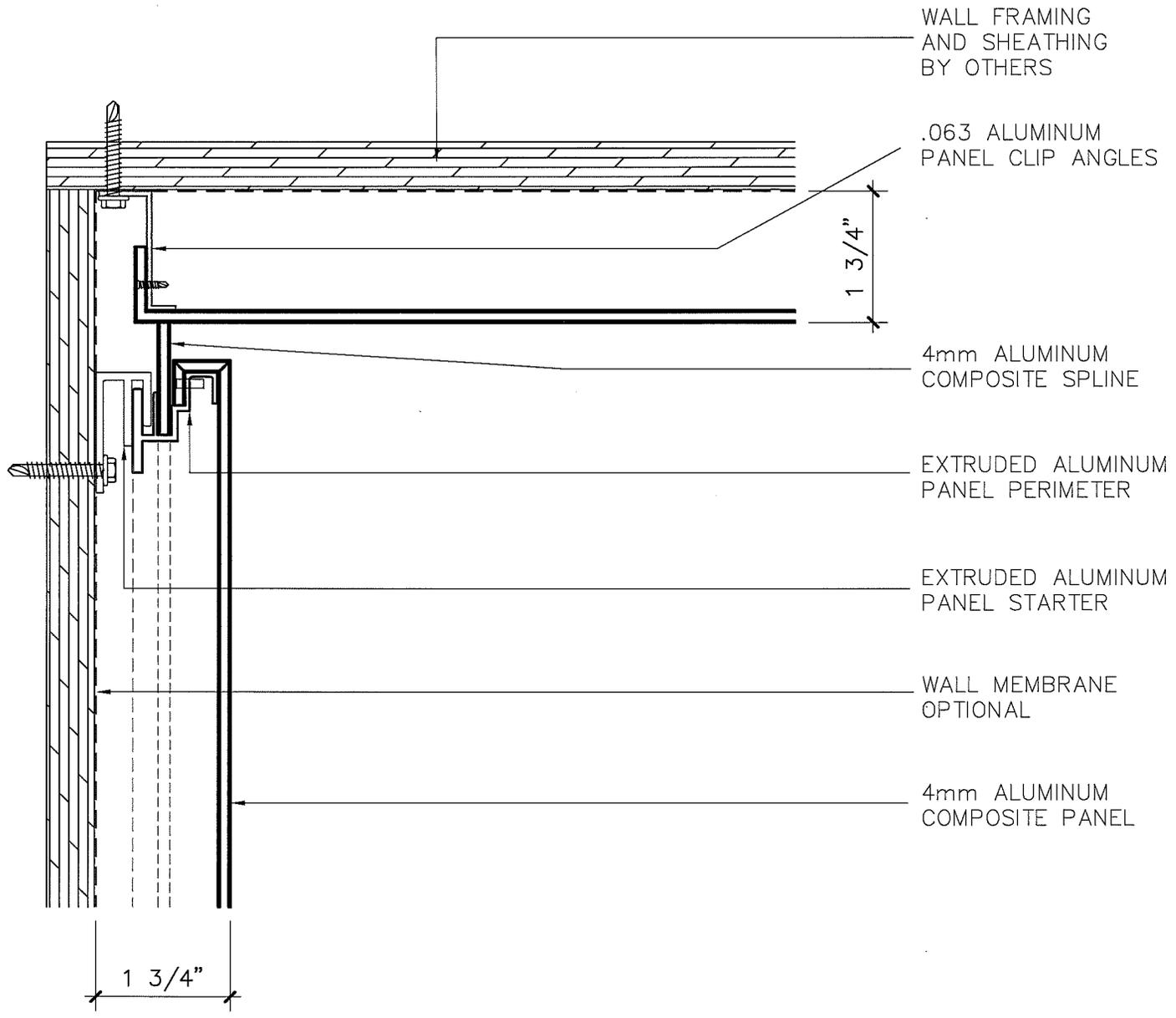
5A

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 Innovative Exterior Specialists  
 11901 Riverwood Drive  
 Burnsville, MN 55337

Phone (952) 894-5111 • Fax (952) 894-0687

PROJECT:	INSIDE CORNER - OPTION "A"
LOCATION:	-
ARCHITECT:	-
LOCATION:	-
CONTRACTOR:	-
LOCATION:	-

JOB NUMBER:	-
PROJECT MGR.:	-
ARCH. REF:	-
DATE:	-



WALL FRAMING  
AND SHEATHING  
BY OTHERS

.063 ALUMINUM  
PANEL CLIP ANGLES

1 3/4"

4mm ALUMINUM  
COMPOSITE SPLINE

EXTRUDED ALUMINUM  
PANEL PERIMETER

EXTRUDED ALUMINUM  
PANEL STARTER

WALL MEMBRANE  
OPTIONAL

4mm ALUMINUM  
COMPOSITE PANEL

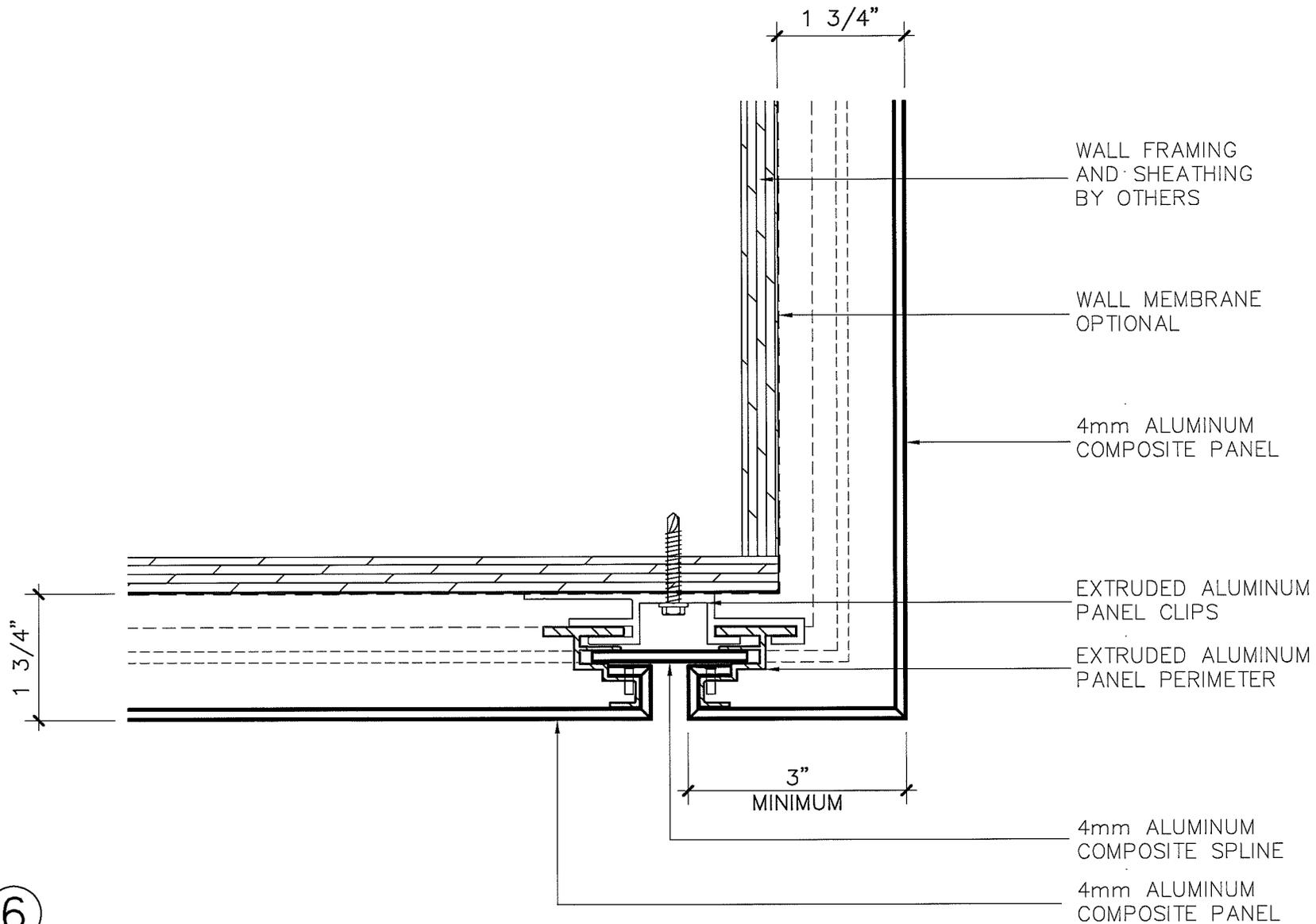
1 3/4"

5B

**SPECIALTY SYSTEMS**  
 Innovative Exterior Specialists  
 11901 Riverwood Drive  
 Burnsville, MN 55337  
 Phone (952) 894-5111 • Fax (952) 894-0687

PROJECT:	INSIDE CORNER - OPTION "B"
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LOCATION:	-
CONTRACTOR:	-
LOCATION:	-

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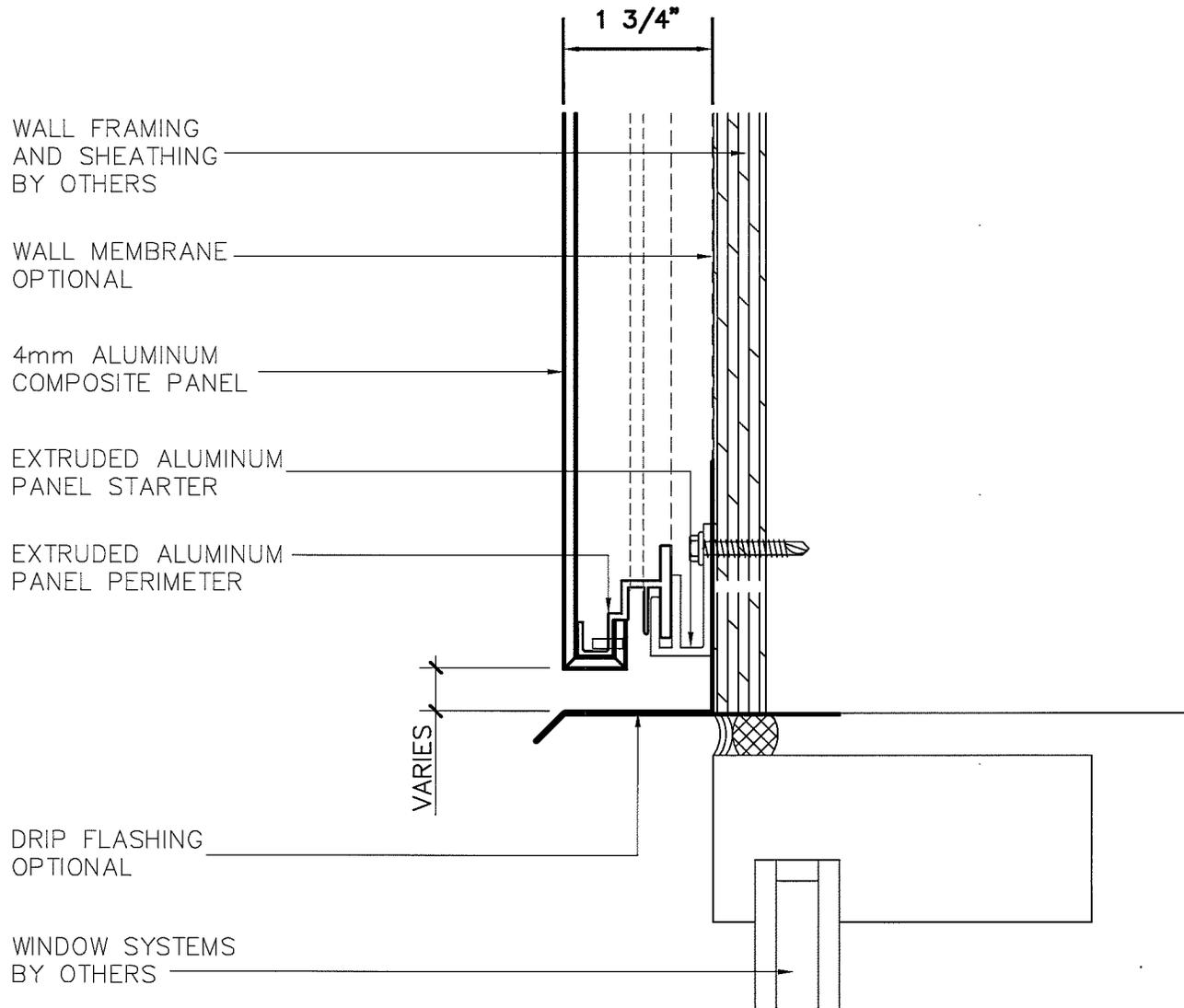


6

**SPECIALTY SYSTEMS**  
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 Phone (952) 894-5111 • Fax (952) 894-0687

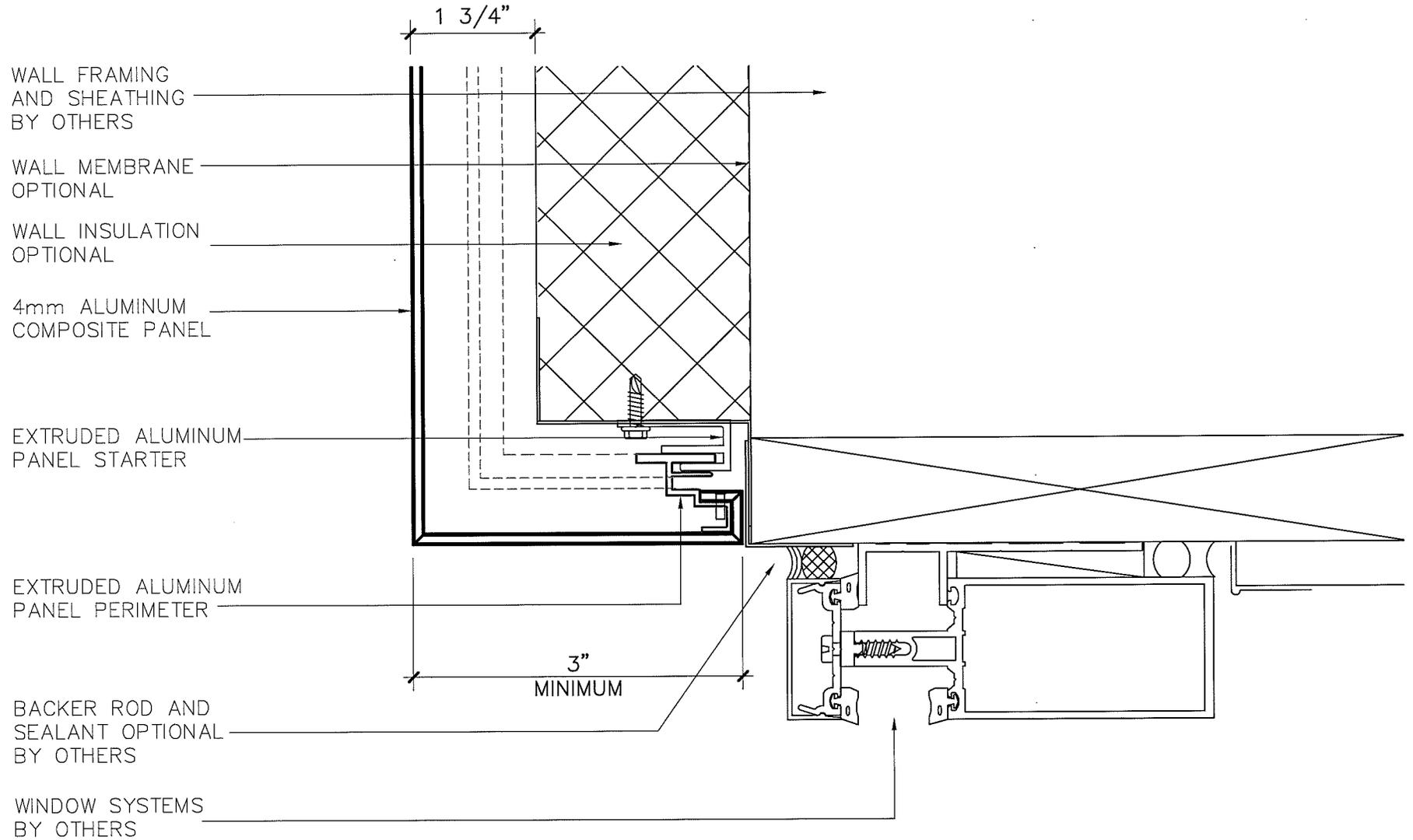
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LOCATION:	-

JOB NUMBER:	-
PROJECT MGR.:	-
ARCH. REF.:	-
DATE:	-



7A

 <b>SPECIALTY SYSTEMS</b> Innovative Exterior Specialists 11901 Riverwood Drive Burnsville, MN 55337 Phone (952) 894-5111 • Fax (952) 894-0687	PROJECT:	WINDOW HEAD - OPTION "A"	JOB NUMBER:	-
	LOCATION:	-	PROJECT MGR.:	-
	ARCHITECT:	-	ARCH. REF:	-
	LOCATION:	-	DATE:	-
	CONTRACTOR:	-		
	LOCATION:	-		



7B

**SPECIALTY SYSTEMS**  
 Innovative Exterior Specialists  
 11901 Riverwood Drive  
 Burnsville, MN 55337

Phone (952) 894-5111 • Fax (952) 894-0687

PROJECT:	WINDOW HEAD - OPTION "B"
LOCATION:	-
ARCHITECT:	-
LOCATION:	-
CONTRACTOR:	-
LOCATION:	-

JOB NUMBER:	-
PROJECT MGR.:	-
ARCH. REF:	-
DATE:	-

WINDOW SYSTEMS  
BY OTHERS

BACKER ROD  
AND SEALANT  
BY OTHERS

DRIP FLASHING  
OPTIONAL  
BY OTHERS

4mm ALUMINUM  
COMPOSITE PANEL

.063 ALUMINUM  
PANEL CLIP ANGLES

WALL MEMBRANE  
OPTIONAL

WALL FRAMING  
AND SHEATHING  
BY OTHERS

1 3/4"

8A

 **SPECIALTY  
SYSTEMS**  
Innovative Exterior Specialists  
11901 Riverwood Drive  
Burnsville, MN 55337

Phone (952) 894-5111 • Fax (952) 894-0687

PROJECT: WINDOW SILL - OPTION "B"

LOCATION: -

ARCHITECT: -

LOCATION: -

CONTRACTOR: -

LOCATION: -

JOB NUMBER: -

PROJECT MGR.: -

ARCH. REF: -

DATE: -

WINDOW SYSTEMS  
BY OTHERS

BACKER ROD  
AND SEALANT  
BY OTHERS

BACKER ROD  
AND SEALANT  
OPTIONAL

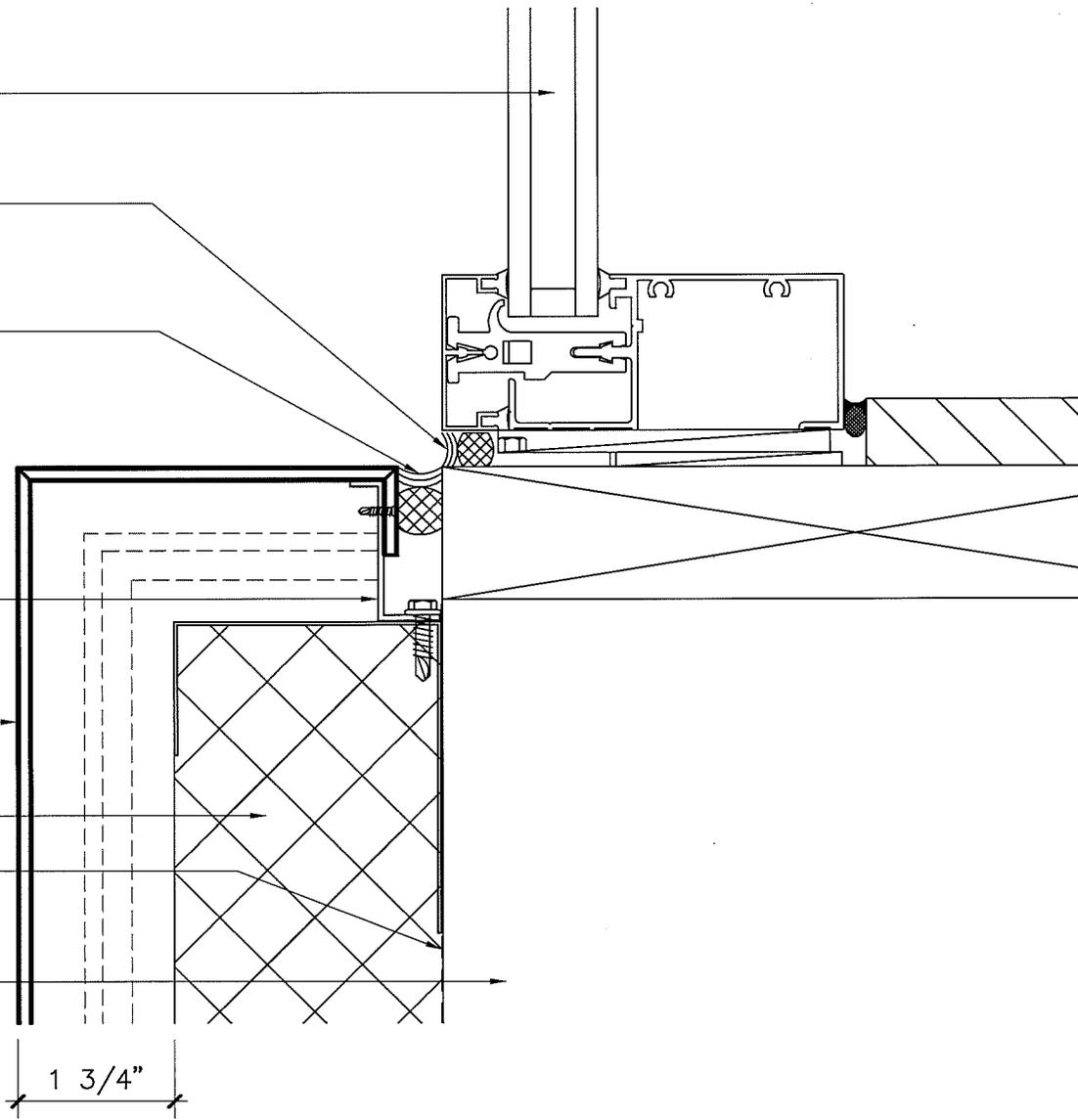
.063 ALUMINUM  
PANEL CLIP ANGLES

4mm ALUMINUM  
COMPOSITE PANEL

WALL INSULATION  
OPTIONAL

WALL MEMBRANE  
OPTIONAL

WALL FRAMING  
AND SHEATHING  
BY OTHERS



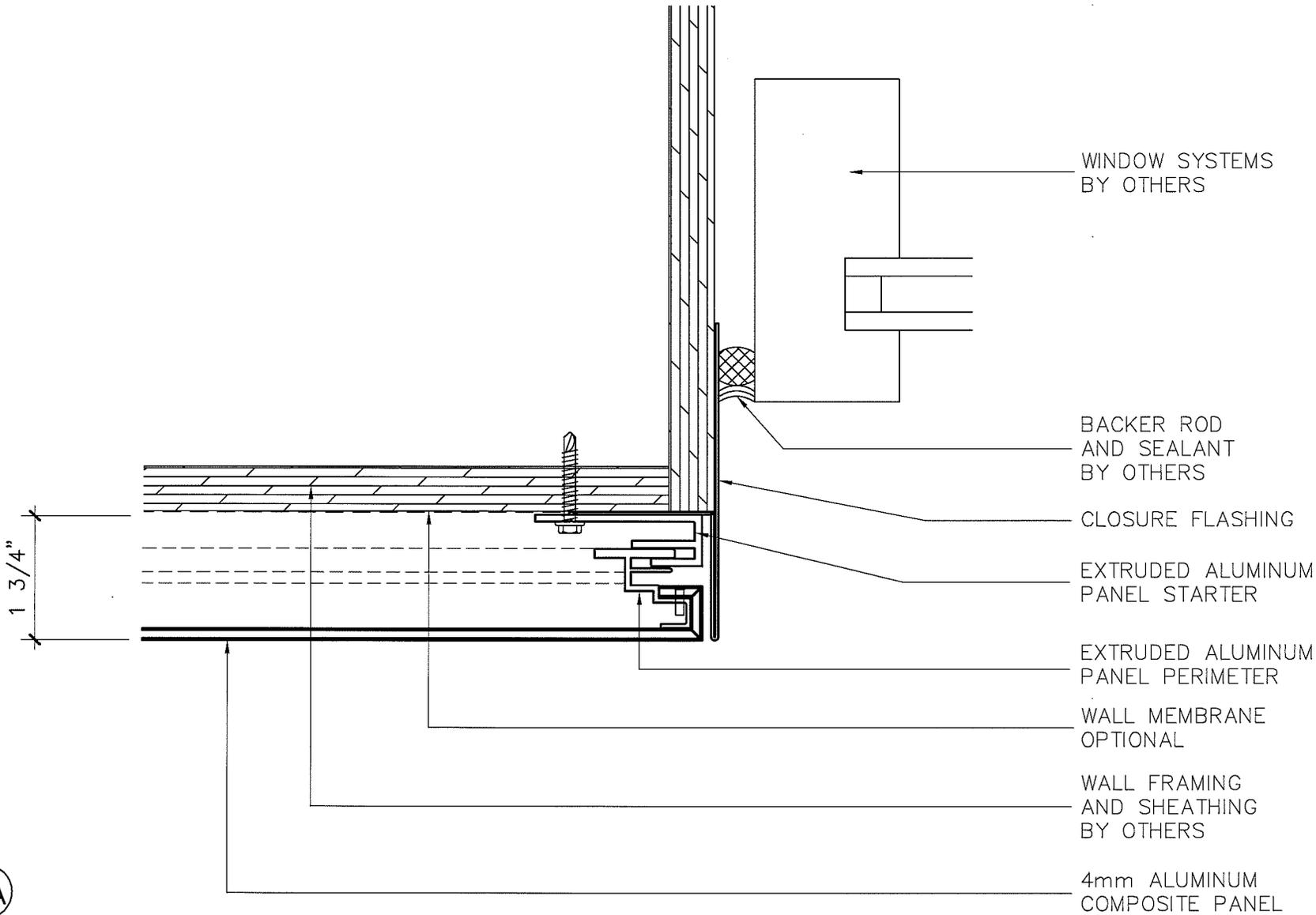
8B

**SPECIALTY SYSTEMS**  
 Innovative Exterior Specialists  
 11901 Riverwood Drive  
 Burnsville, MN 55337

Phone (952) 894-5111 • Fax (952) 894-0687

PROJECT:	WINDOW SILL - OPTION "B"
LOCATION:	-
ARCHITECT:	-
LOCATION:	-
CONTRACTOR:	-
LOCATION:	-

JOB NUMBER:	-
PROJECT MGR.:	-
ARCH. REF:	-
DATE:	-



9A



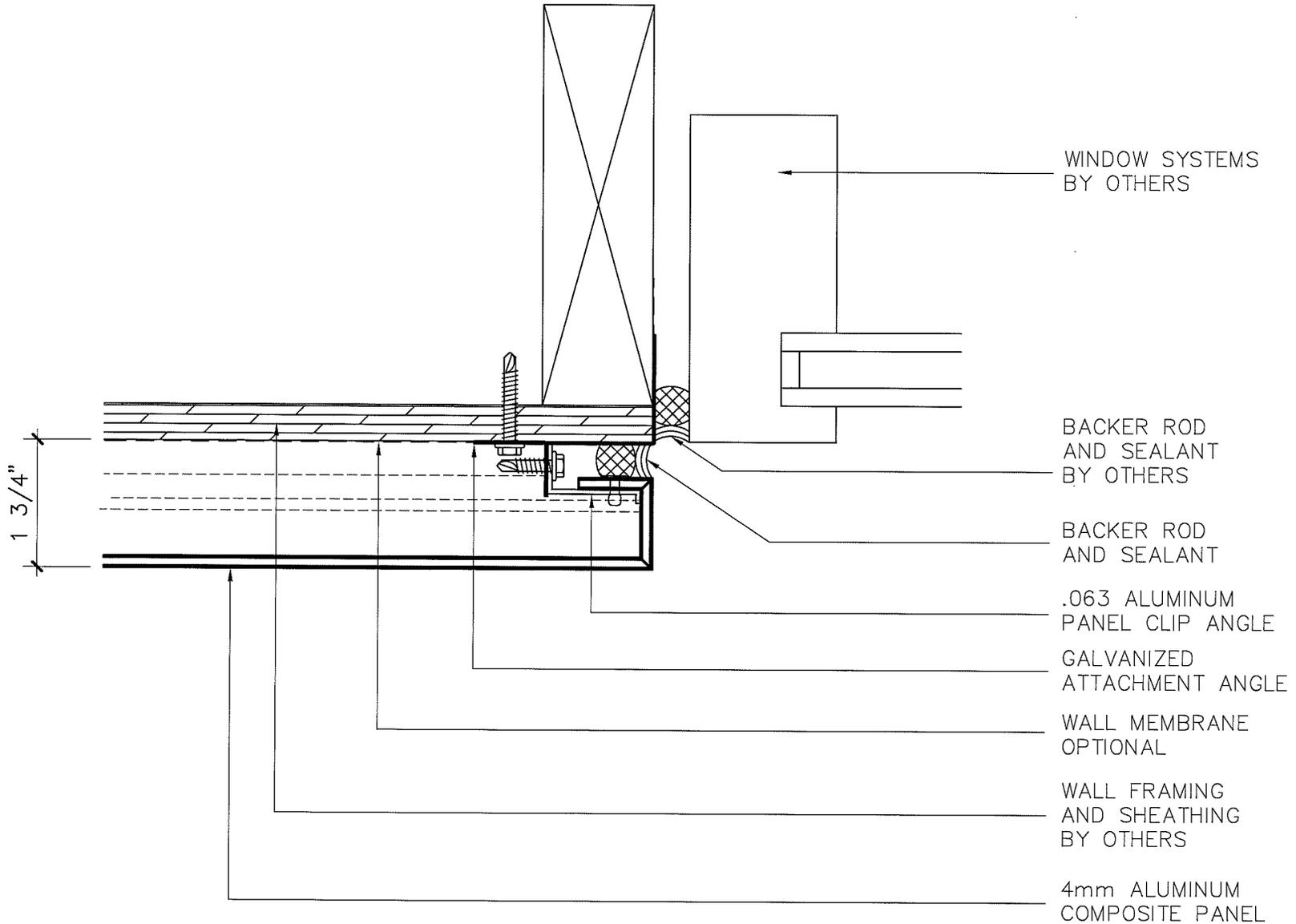
**SPECIALTY  
SYSTEMS**

Innovative Exterior Specialists  
11901 Riverwood Drive  
Burnsville, MN 55337

Phone (952) 894-5111 • Fax (952) 894-0687

PROJECT:	WINDOW JAMB - OPTION "A"
LOCATION:	-
ARCHITECT:	-
LOCATION:	-
CONTRACTOR:	-
LOCATION:	-

JOB NUMBER:	-
PROJECT MGR.:	-
ARCH. REF:	-
DATE:	-

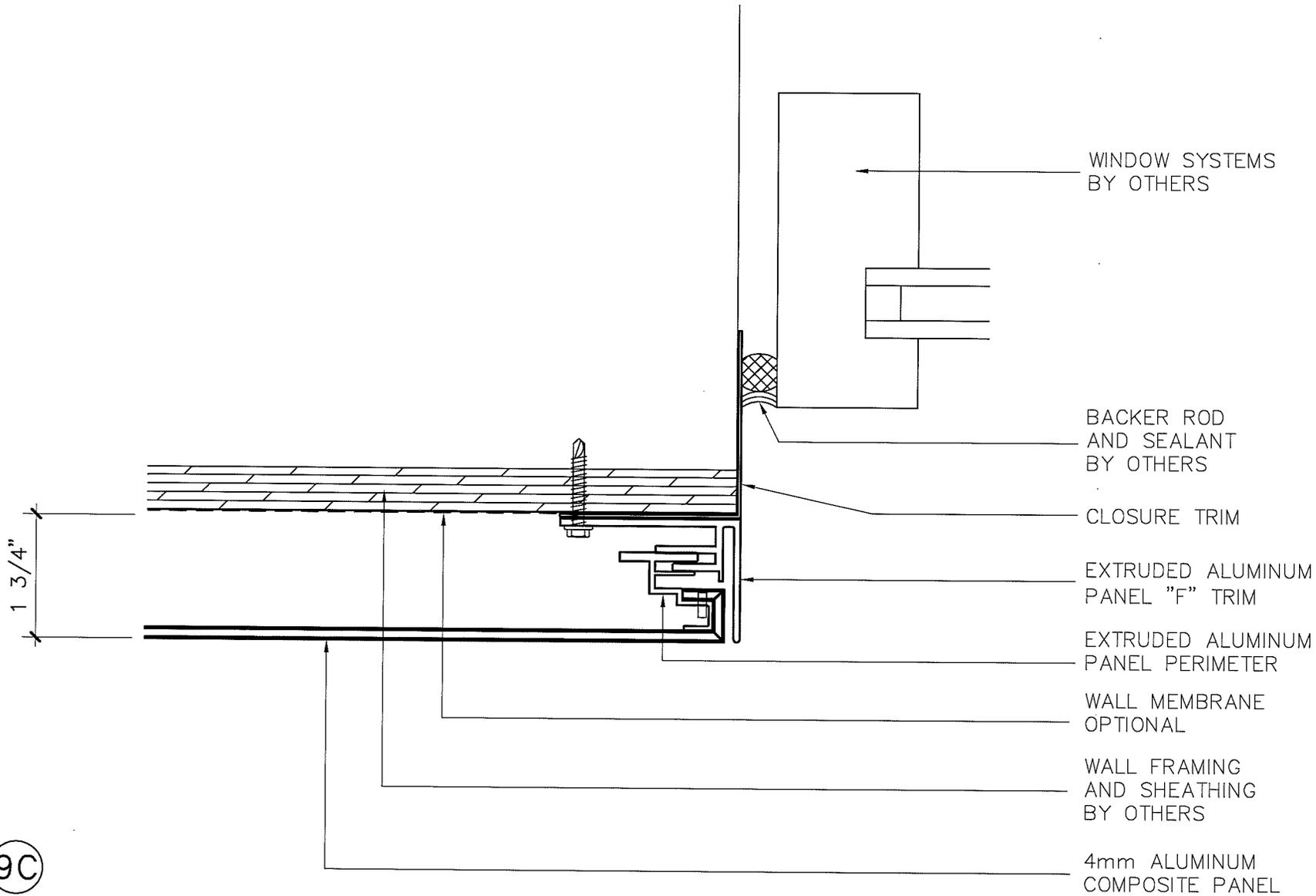


9B

**SPECIALTY SYSTEMS**  
 Innovative Exterior Specialists  
 11901 Riverwood Drive  
 Burnsville, MN 55337  
 Phone (952) 894-5111 • Fax (952) 894-0687

PROJECT:	WINDOW JAMB - OPTION "B"
LOCATION:	-
ARCHITECT:	-
LOCATION:	-
CONTRACTOR:	-
LOCATION:	-

JOB NUMBER:	-
PROJECT MGR.:	-
ARCH. REF:	-
DATE:	-



9C

**SPECIALTY SYSTEMS**  
 Innovative Exterior Specialists  
 11901 Riverwood Drive  
 Burnsville, MN 55337

Phone (952) 894-5111 • Fax (952) 894-0687

PROJECT:	WINDOW JAMB -- OPTION "C"	JOB NUMBER:	--
LOCATION:	--	PROJECT MGR.:	--
ARCHITECT:	--	ARCH. REF.:	--
LOCATION:	--	DATE:	--
CONTRACTOR:	--		
LOCATION:	--		



**City Council Regular**

**13.**

**Meeting Date:** 10/01/2013

**Subject:** PC 13-17, Amendment to Crescent Ponds PUD Revise Side Yard Setbacks, Main St and University Ave, Signature Ventures

**From:** Scott Harlicker, Planner

---

**INTRODUCTION**

The applicant is requesting an amendment to the PUD for Crescent Ponds to modify the garage side yard setback to include a five foot setback for living space above and directly behind the garage.

**DISCUSSION**

**Proposed Changes**

In April 2008 the City Council approved the 81 single family lot PUD for Crescent Ponds. As part of that PUD, five foot side yard setbacks for garage space and 10 foot side yard setback for living space were established. The various house styles approved with the PUD fit within those setbacks. It has been the City's interpretation that living space above the garage and directly behind the garage had to comply with the 10 foot setback requirement. The applicant is requesting that the PUD be amended to allow living space above and directly behind the garage at a five foot setback. The applicant is also proposing the total space between two adjacent homes be a minimum of 15 feet. This would allow the the applicant to construct larger more expensive homes without actually reducing the setback between homes. The existing PUD does not limit the total side yard setback to a minimum of 15 feet. There are several houses in the development where the garages are side by side with 10 feet between them. The proposed amendment would prohibit a situation where two adjacent homes could both have five foot side yard setbacks; one home would have to maintain a minimum 10 foot setback.

**Existing Conditions**

To date, 20 homes have been built, 45 lots have been platted and 36 lots have not received final plat approval. There are 81 lots in the project. The proposed changes would affect all the lots in the project. Future homes, as well as additions to existing homes, could be built to the new setbacks.

***Landscaping***

Much of the required landscaping in the common open areas has not been installed. Given the stage of development, over one half of the lots have been platted, the common area landscaping should be installed. Since it is late in the growing season, and the applicant is in discussions with Anoka County regarding the right-of-way for University Avenue, the applicant has requested that he be given to October 1, 2015 to install the required landscaping and irrigation. The applicant should provide a bond in the amount of 150% of the cost of installing the landscaping and irrigation.

**Planning Commission Meeting**

At the Planning Commission meeting held on September 19th, four residents in the development spoke. All four of the residents were concerned about the impacts of having a two story building five feet from their property line. To

address the resident's concern, the Commission recommended that the revised setback only apply to the two undeveloped cul de sacs and a row of undeveloped lots off of University Avenue. There are a total of 43 lots that will be eligible for the revised side yard setback, 35 on the two cul de sacs and eight lots along 124th Lane.

One of the residents asked when the park would be finished. This fall the City will be installing the basketball hoop, trees and three benches. Topsoil, turf and irrigation should be installed next spring. A shelter will also be installed, the timing for construction has not been set.

The Commission also discussed the installation of the open space landscaping. The applicant asked that he be given to October 1, 2015 to have it installed. He is currently talking with Anoka County Highway about the impact of the University Avenue project, he would like to wait until the plans are finalized to install landscaping. Also, by then he hopes to have some of the cul de sac lots sold and the trees would be more likely to survive. To provide the applicant with some flexibility, the Commission recommended the landscaping be completed when the two cul-de-sacs are developed or no later than October 1, 2015.

### **RECOMMENDATION**

In Planning Case 13-17, staff recommends Council approve the amendment to Crescent Ponds PUD to allow living space above and directly behind the garage at a 5 foot side yard setback and a minimum 15 foot setback between homes with the following conditions:

1. All conditions of the original PUD approval of April 15, 2008 are included in this approval.
2. Approval and execution of an amendment to the PUD Agreement.
3. The lots on which the revised setbacks apply are Lots 1-19 on Alder Street, Lots 20-35 on Cottonwood Street and Lots 74-81 on 124th Lane, as shown on the architectural rendering presented at the Planning Commission meeting.
4. The required landscaping and irrigation on the common areas be installed when the two cul de sacs are developed or no later October 1, 2015.
5. The applicant provide a bond in the amount of 150% of the cost of installing the landscaping and irrigation.

---

### **Attachments**

Location Map

Applicant's Narrative

Proposed Setbacks

Lots with Revised Setback

---

# Location Map



**SIGNATURE VENTURES, LLC**  
7300 Metro Boulevard, Suite 300  
Edina, MN 55439

July 25, 2013

Coon Rapids City Hall  
Coon Rapids Planning Commission  
Coon Rapids City Council  
11155 Robinson Drive  
Coon Rapids, MN 55443

Re: Crescent Ponds

Dear Sir or Madam:

The purpose of this letter is to request that the city amend our prior PUD approval to allow construction of home living space over and/or behind garages and up to the 5' setback line. The original PUD contemplated sideyard setbacks totaling 15 feet (10' on house side and 5' on garage side). It had originally been our understanding that the PUD therefore allowed for the construction of 45' wide living space (60' lots – 15' side setbacks). However, we were later informed that we were limited to 40' wide living space since we could not build behind or over the garage to the 5' setback line. A copy of the original approved site concept plan is attached as Exhibit A.

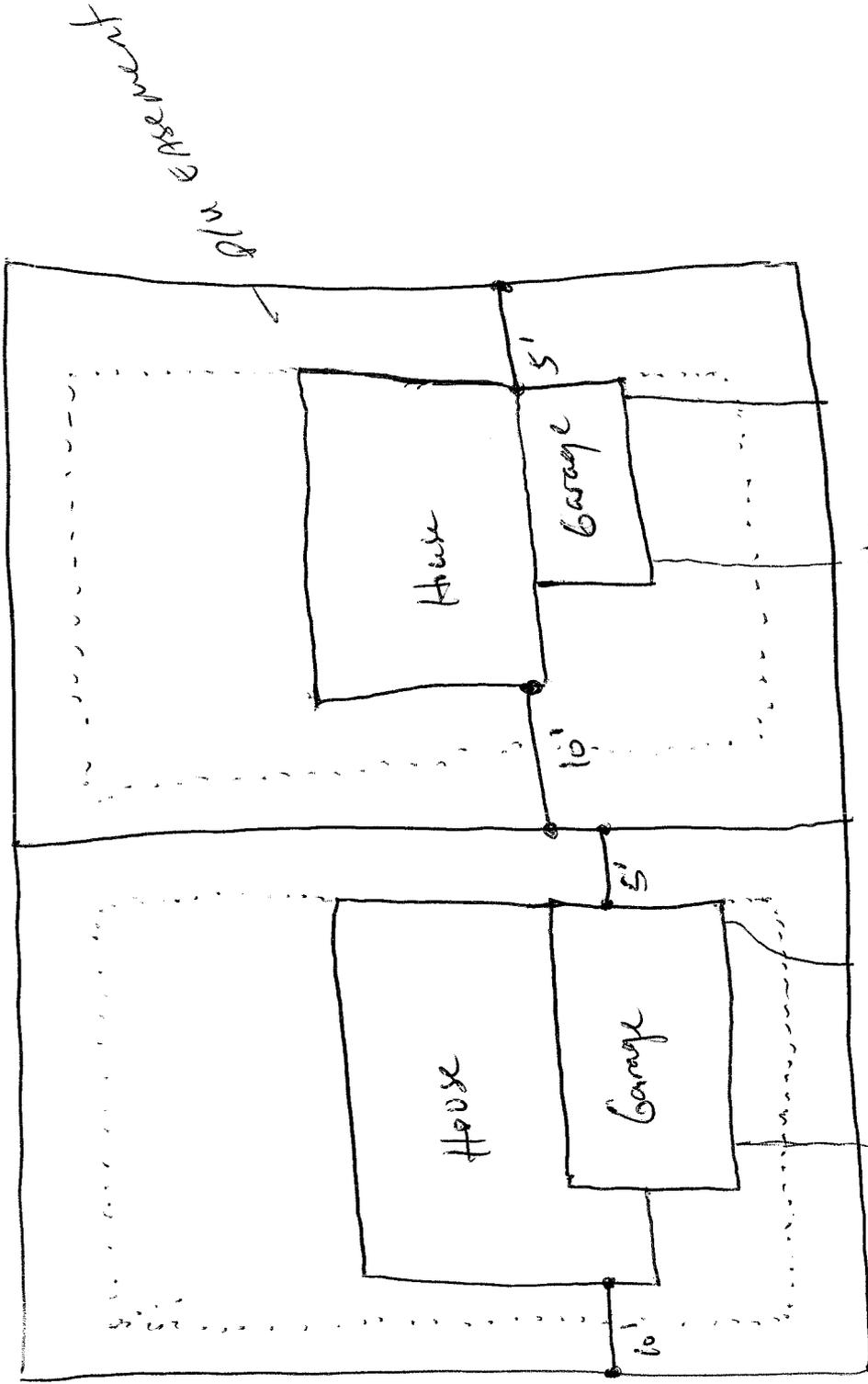
We want to make it clear that we are not requesting to increase the current side setbacks (still total 15' setbacks). We are simply requesting that the setbacks be limited to 15' between buildings and that the city does not differentiate the living space behind the garage. An example is attached as Exhibit B. As a side note, this request is similar to approvals in other cities such as Chanhassen (The Preserve at Bluff Creek) where construction of living space above and/or behind the garages is allowed to accommodate construction on narrower lots. The current setbacks that differentiate between the garage and living space has prevented many of the current unbuilt lots from being sold and do not accommodate potentially larger more expensive homes that may be constructed on the lots as a result.

Please feel free to contact me with any questions or concerns in this matter. Thank you for your time and consideration in this matter.

Sincerely,



Todd J. Baumgartner  
Chief Manager



\* 15' setback between buildings

(Drawing Not to Scale)

Exhibit B



**SITE DATA:**

GROSS AREA: 47 ACRES  
 EXISTING ROW AREA (UNIVERSITY & MAIN STREET): 4.6 ACRES  
 WETLAND AREA (EXISTING SAVED & MITIGATED): 2.0 ACRES  
 NET PROJECT AREA: 40.4 ACRES

EXISTING ZONING: LDR-2  
 EXISTING LAND USE: RESIDENTIAL LOW DENSITY  
 PROPOSED ZONING: PUD

PROPOSED LOTS: 80  
 EXISTING LOT TO REMAIN: 1  
 TOTAL LOTS: 81  
 NET DENSITY: 81/40.4 = 2.00 LOTS/ACRE

PROPOSED LOT SIZES  
 MINIMUM LOT WIDTH: 60'  
 MINIMUM LOT DEPTH: 120'  
 MINIMUM LOT AREA: 7200 S.F.  
 FRONT SETBACK: 30'  
 SIDE CORNER SETBACK: 20'  
 SIDE INTERIOR SETBACK: 10', 5' GARAGE  
 REAR SETBACK: 30'

PROPOSED PONDING AREA: 5.9 ACRES  
 PROPOSED ROW AREA: 5.3 ACRES

PROPOSED GROSS OPEN SPACE (INCLUDING WETLANDS AND PONDS): 17.5 ACRES  
 PROPOSED NET UPLAND OPEN SPACE: 10.0 ACRES

PUD REQUIREMENTS:  
 COMMON OPEN SPACE EQUALS 20% RESIDENTIAL AREA

- ☉ PROPOSED STREET LIGHT LOCATION
- 🌳 PROPOSED TREES

# Crescent Ponds





**City Council Regular**

**14.**

**Meeting Date:** 10/01/2013

**Subject:** PC 13-19, Site Plan Approval for Revised Landscape Plan, 8955 Springbrook Drive, La Casita Restaurant

**From:** Scott Harlicker, Planner

---

**INTRODUCTION**

The applicant, La Casita Restaurant, is requesting the Council approve modifications to their approved landscape plan. The changes include eliminating two trees and the hedge along Springbrook Drive and trees between the building and the Highway 10 entrance ramp.

**DISCUSSION**

**Background**

In 1994 the Commission approved a site plan for Fuddrucker's Restaurant. Included as part of that approval was a landscape plan. Over the years, several of the trees between the restaurant and Highway 10 and some of the shrubs along Springbrook Drive have died and were not replaced. Based on an air photo from 2011, 12 of the 19 trees remained between the building and Highway 10 and about half of the 79 shrubs along Springbrook Drive remain. The condition of the shrubs around the building is not known.

In 2011 La Casita was issued a building permit for remodeling. During the remodeling process the owner removed the remaining shrubs and two overstory trees along Springbrook Drive; the shrubs were replaced with grass. In addition, all but three of the remaining trees between the building and Highway 10 were removed. The shrubs around the building were replaced with roses, climbing ivy and assorted perennials.

The applicant was notified that the landscaping had to be replaced per the approved landscape plan. The applicant is requesting that the Commission approved the revised landscape plan.

Current code requires screening consisting of a masonry wall, fence, berm, hedge or combination that forms a screen a minimum three foot high and not less than 50% opaque. The code, at the time of site plan approval, required a screen between the parking lot and the street consisting of a hedge at least two feet in height and planted four feet on center.

**Proposed Plan**

The proposed landscape plan reflects the current conditions on the site. The missing trees along the highway, the missing shrubs and trees along Springbrook Drive are not scheduled to be replaced. The plan also shows the current plantings around the building.

***Building Plantings***

The existing plantings around the building includes perennials, roses and ivy. They complement the building and are an acceptable replacement for the shrubs.

### *Springbrook Drive Plantings*

Unlike the building, the applicant is not proposing any replacement plantings along Springbrook Drive. The hedge and missing overstory trees should be replaced per the approved plan.

### *Highway 10 Plantings*

The applicant is not proposing to replace any any of the missing trees along Highway 10. The trees along Highway 10 should be replaced per the approved plan.

### Planning Commission Meeting

At the Planning Commission meeting held on September 19th no one spoke at the public hearing. The applicant asked that the landscaping be approved as it currently exists. He showed examples of four other properties and stated that the current landscaping at La Casita is consistent with other nearby properties. The landscaping on those three properties, YMCA, Outback Steakhouse and the Financial Plaza are per approved plans. The fourth example, Panera Bread, is not located in Coon Rapids. The Commission voted 3:2 to approve the proposed changes.

### **RECOMMENDATION**

In Planning Case 13-19, the Planning Commission recommended the City Council approve the proposed landscape changes.

---

### **Attachments**

Location Map

Approved Landscape Plan

Proposed Landscape Plan

---

# Location Map





Owner:  
**DATA INTERNATIONAL**  
 One Corporate Plac-  
 D. Ferncroft Road  
 Danvers, MA 01923  
 Tele # (508) 774-4011  
 Fax # (508) 750-1411

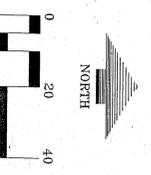
PROJECT :  
**FUDDRUCKERS**  
**COON RAPIDS, MINNESOTA**

**ARTEKA**  
 LANDSCAPE ARCHITECTS  
 1105 South Drive • Eden Prairie, Minnesota 55344-2000  
 612-934-2000 Fax 612-934-2247

**Project**  
 PROJECT NO. 94-148  
 DATE 12-02-94  
 DRAWING COLORED/BLACK  
 REVISIONS  
 REVIEWER FOR OWNER K. STEVENS 02/17/95

NOTE  
 LANDSCAPE AREAS TO BE BRIGATED  
 DESIGN TO BE COMPLETED BY  
 LANDSCAPE CONTRACTOR

LOT AREA 3.04 ACRES  
 TOTAL AREA 1.78 ACRES  
 REMAINING PARCEL 1.26 ACRES



**4:1**

SCALE IN FEET



**LANDSCAPE SPECIFICATIONS**

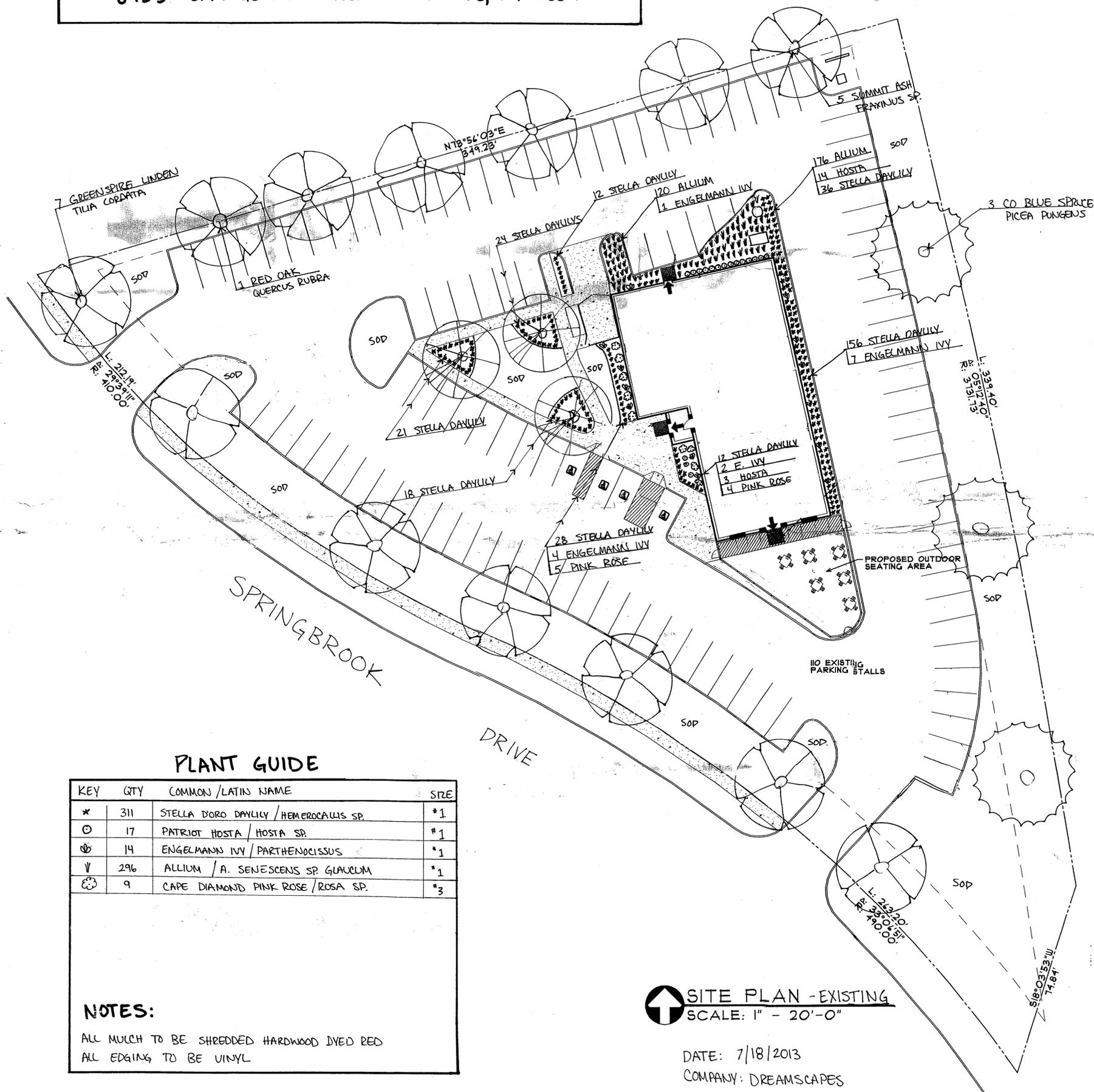
1. Landscape contractor shall visit the prior to submitting bid to become familiar with the site.
2. It is the responsibility of the contractor to identify all underground cables, conduits, wires, etc. on the property.
3. No work shall be done until the utility company has been contacted and the location of all underground utilities has been identified.
4. Topsoil for all sod areas to be finished and installed by final grading contractor shall be responsible for the quality of the topsoil.
5. If there is a discrepancy between the number of plants shown on the plan and the number of plants shown on the plan, the contractor shall take precedence.
6. All plants shall be of specimen quality and approved by the landscape architect and owner prior to installation. Plants shall be free from defects, including knots, sunscald, borers, and all forms of insect damage. All plants shall be nursery grown.
7. Care shall be taken to properly protect operations at no time.
8. The landscape contractor shall replace at no charge, any trees, shrubs, evergreen or groundcover which fails to live through the first growing season.
9. All plants shall be alive and in normal satisfactory growing condition at 2/27 and on the guarantee period, which will be installed under all trees and shrubs that are isolated from ground cover areas and general shrub masses.
10. Paper manufactured for this project shall be wrapped prior to 12/1 and removed after 5/1.
11. Re-grading shall be optional. The landscape contractor shall be responsible for the final grading.
12. Following installation, retaining ground cover, perennials, annuals and vines shall receive a minimum of 2" of water. Planting soil (40% topsoil, 40% peat or mulch, 20% sand).
13. Plants shall be watered with 1/2" of water.
14. All maintenance edging shall be cedar vinyl edging.
15. All sod applied shall be of the highest quality cut sod and shall roll where possible and stake all areas.
16. Sod contractor shall be responsible for the watering of all newly sodded lawn areas.
17. All irrigation shall be installed with an automatic underground irrigation system.

NOTE: Structure layout is NOT AN  
 ACCEPTANCE TEST, BUT TO BE FOR SUSTAINABILITY  
 EXPERIMENT AT GARDEN SITE IN SAN RAYMOND.  
 KENNY REPORT (ie., KENNY REPORT).  
 • MIN. EXPERIMENT TEST 6 MONTH.  
 • SUBSEQUENT INVESTIGATION REQUIRED.  
 • SEEN THROUGH IN ALL PARTS OF EARS.

UNUSUAL FROM  
 O.C. FOR SEEN.  
 M. S. S. V.  
 12-8-94

# LA CASITA RESTAURANT

8955 SPRINGBROOK DRIVE. COON RAPIDS, MINNESOTA



### PLANT GUIDE

KEY	QTY	COMMON / LATIN NAME	SIZE
*	311	STELLA DORO DAYLILY / HEMEROCALLIS SP.	#1
⊙	17	PATRIOT HOSTA / HOSTA SP.	#1
⊕	14	ENGELMANN IVY / PARTHENOISSUS	#1
∨	296	ALLIUM / A. SENESCENS SP. GLAUCUM	#1
⊗	9	CAPE DIAMOND PINK ROSE / ROSA SP.	#3

**NOTES:**  
 ALL MULCH TO BE SHREDDED HARDWOOD DYED RED  
 ALL EDGING TO BE VINYL

**↑ SITE PLAN - EXISTING**  
 SCALE: 1" = 20'-0"

DATE: 7/18/2013  
 COMPANY: DREAMSCAPES



**City Council Regular**

**15.**

**Meeting Date:** 10/01/2013

**Subject:** Element Teen Center

**From:** Sharon Legg, Finance Director

---

**INTRODUCTION**

Funding to keep The Element Teen Center open through mid December is needed.

**DISCUSSION**

The City has annually funded the Element Teen Center with a \$5,000 contribution to Anoka Hennepin Schools, who administers the Teen Center. Additionally, Coon Rapids Youth First had been funding the Teen Center with an annual additional \$5,000/\$6,000 contribution. As you are aware, Coon Rapids Youth First has ceased to operate. Any remaining funds that Coon Rapids Youth First had were used to keep the Teen Center open until September 2013.

Based on discussions with the School District, approximately \$3,250 would be required to fund the Teen Center operation through mid-December 2013. Based on direction from City Council, staff is recommending that this additional amount be allocated to the Community School activity in the General Fund.

**RECOMMENDATION**

Staff recommends remitting \$3,250 from the General Fund to Anoka Hennepin Schools to fund The Element Teen Center through mid-December.

---



**City Council Regular**

**16.**

**Meeting Date:** 10/01/2013

**Subject:** Van Donation for Coon Rapids Senior Services

**Submitted For:** Kris Niebler, Senior Services Program Specialist

**From:** Sharon Legg, Finance Director

---

**INTRODUCTION**

Coon Rapids Chrysler Jeep and Lincoln Mercury has donated a 2012 Dodge Jeep Ram 7-passenger cargo van for use by the Coon Rapids Senior Services.

**DISCUSSION**

Coon Rapids Senior Services' transportation program provides an important service to area seniors, especially those who are otherwise homebound. Van transportation for seniors to and from the City Center links seniors with nutritious daily meals, activities, trips, tax services, insurance counseling, speakers, presenters, entertainment, classes and more. Special van outings have included grocery trips, the Breakfast Bunch, the Out to Dinner Club and local day trips.

In 2012, 137 different seniors rode in one of the two vans for more than 4,000 rides. The City utilizes the 14-passenger van for longer trips. Along with the van, volunteer van drivers make the program possible by donating more than 1,700 hours in 2012.

The official van acceptance has been scheduled for October 3 at 9:30 a.m. at the Senior Center. Councilmember presence is invited.

**RECOMMENDATION**

Staff recommends that Council accept the new van and acknowledge the vital role and valuable community resource that Coon Rapids Senior Services has with Coon Rapids Chrysler Jeep and Lincoln Mercury.

---



**City Council Regular**

**17.**

**Meeting Date:** 10/01/2013

**Subject:** Cons. Introduction of an Ordinance Restricting Parking on Foley Boulevard, Between Highway 10 and Northdale Boulevard

**From:** Tim Himmer, Public Works Director

---

**INTRODUCTION**

Anoka County is proposing to reconstruct Foley Boulevard in two segments, beginning in 2014. The first segment will be from Highway 10 to Egret Boulevard (2014), and the second segment is from Egret Boulevard to Northdale Boulevard (2015-16). As part of both projects, the City is required to impose parking restrictions for compliance with State Aid requirements. The City Council is requested to introduce an ordinance restricting parking along Foley Boulevard.

**DISCUSSION**

On March 19, 2013, the City Council approved a Joint Powers Agreement with Anoka County for the reconstruction of Foley Boulevard, between Highway 10 and Egret Boulevard, which is scheduled to occur in 2014. A similar companion project is currently being designed to extend the Foley Boulevard reconstruction north to the intersection of Northdale Boulevard. These projects are being proposed to increase safety along the corridor, improve roadway conditions in the short term, and prepare for future roadway capacity concerns. Proposed improvements include reconstruction to a 4-lane roadway section, raised concrete medians, access control, dedicated turn lanes, concrete curb & gutter, drainage enhancements, sidewalk & trail construction, signal system upgrades, and other utility improvements (as necessary). Additional project enhancements directed by the Council include a colored concrete median and pedestrian style LED streetlighting throughout the corridor.

Foley Boulevard already has parking restrictions through this corridor, but a formal resolution must be passed by the City Council for State Aid approval and funding.

**RECOMMENDATION**

Staff recommends that the City Council introduce the attached ordinance restricting parking on both sides of Foley Boulevard, between Highway 10 and Northdale Boulevard.

To comply with State Aid requirements a corresponding resolution will also be requested at the meeting to adopt this ordinance, preliminarily planned for October 15, 2013.

---

**Attachments**

Foley Blvd. Ordinance

---

**ORDINANCE NO.**

**AN ORDINANCE RESTRICTING PARKING ON BOTH SIDES OF  
FOLEY BOULEVARD BETWEEN HIGHWAY 10  
AND NORTHDALÉ BOULEVARD**

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

Section 1. There is hereby established a parking restriction on both sides of Foley Boulevard between Highway 10 and Northdale Boulevard.

Section 2. The Public Services Director is authorized and directed to install appropriate signs to effectuate the purpose of this ordinance.

Introduced on the 1<sup>st</sup> day of October 2013.

Adopted on the \_\_\_\_ day of October, 2013.

---

Tim Howe, Mayor

ATTEST:

---

Catherine M. Sorensen, City Clerk



**City Council Regular**

**18.**

**Meeting Date:** 10/01/2013

**Subject:** PC 13-18 Introduce Ordinance to change process for public hearing notices for variances, Council vote on appeals and maintenance of improvements

**From:** Scott Harlicker, Planner

---

**INTRODUCTION**

The City is requesting the introduction of an ordinance amendment to address issues relating public hearings notices for variances, Council vote on appeals to variance decisions and include regulations for maintenance of improvements.

**DISCUSSION**

**Background**

The following proposed "housekeeping" changes are are needed so that the the current code includes past procedures and requirements.

*Variance Public Hearing*

Prior to the recent Title 11 update, it had been the practice, per code, of the Board of Adjustment and Appeals to hold public hearing but not publish a hearing notice in the paper. The notices are mailed to all property owners within 350 feet of the request. This procedure was inadvertently changed as part of the recent code update. Staff is proposing to amend the code to reflect past practice of the Board by adding the following section:

11-304.9(3) Notice of Public Hearing. The Board of Adjustment and Appeals Chair shall cause a notice of the public hearing to be mailed, at least 10 days and not more than 20 days before the day of such hearing, to each property owner of affected property and property wholly or partially within 350 feet of the property to which such action relates. The notice must include the legal description of the property and common name designation of its location. The notice must state the time, place and purpose of the hearing and that hearing will be held before the Board of Adjustment and Appeals. Failure to give notice or any defects in the notice shall not invalidate the proceedings.

The above language is from Section 11-332 of the old code. The table in Section 11-305.3(1) will be amended to reflect proposed language.

*Appeal to Council*

State Statute requires that a vote of 2/3 of the Council is needed to amend or reject the Board of Adjustment and Appeals decision. This language will be added to the table in Section 11-305.3(1).

*Maintenance of Improvements*

The previous code included a section (11-328) that required the building and site be maintained in good condition and that all improvements be repaired, replaced or repainted as necessary. The language was not included in the

revision. The following language from section 11-328 will be added as Section 11-1207.1(14):

11-1207.1(14) Maintenance of Improvements. The owner or occupant of the premises must maintain the building and site in good condition, free from refuse and debris. All improvements must be repaired, replaced or repainted as necessary. All diseased or dead plant materials must be promptly replaced with the same or equivalent materials.

Planning Commission Meeting

At the Planning Commission meeting held on September 19th no one spoke at the public hearing. The Commission voted unanimously to recommend approval.

**RECOMMENDATION**

In Planning Case 13-18 the Planning Commission recommends the City Council **introduce** the proposed ordinance **approving** the proposed ordinance amendment for the following:

- a. Add Section 11-304.9(3) removing the requirement that public hearing notices for the Board of Adjustment and Appeals be published in the paper.
- b. Add the requirement in Table 11-305.3(1) for a 2/3 vote of the Council to amend or reject a decision of the board of Adjustment and Appeals.
- c. Add Section 11-1207.1(14) on maintenance of site improvements.

---

**Attachments**

Ordinance

---

**ORDINANCE NO.**

**AN ORDINANCE CHANGING THE PUBLIC HEARING NOTICE REQUIREMENTS FOR VARIANCES, REQUIRED CITY COUNCIL VOTES ON APPEALS TO VARIANCE DECISIONS AND ADDED REGULATIONS FOR MAINTENANCE OF IMPROVEMNETS**

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

Section 1. Revised City Code – 1982 Section 11-304.9(3) is hereby amended as follows:

(Deletions in brackets, additions double underlined)

11-304.9(3) Notice of Public Hearing. The Board of Adjustment and Appeals Chair shall cause a notice of the public hearing to be mailed , at least 10 days and not more than 20 days before the day of such hearing, to each property owner of affected property and property wholly or partially within 350 feet of the property to which such action relates. The notice must include the legal description of the property and common name designation of its location. The notice must state the time, place and purpose of the hearing and that hearing will be held before the Board of Adjustment and Appeals. Failure to give notice or any defects in the notice shall not invalidate the proceedings.

Section 2 Revised City Code- 1982 Section 11-305.3(1) is hereby amended as follows:

(Deletions in brackets, additions double underlined)

11-305.3 Action on Application.

(1) The following table illustrates what actions are required for application determination:

Type of Application	Public Hearing	Planning Commission Action	BAA Action	Appeal to	City Council Action
Conditional Use Permit	Yes	Approve, approve subject to conditions or deny	N/A	City Council	Affirm, amend, or reject the decision on appeal
Site Plan	Yes	Approve, approve subject to conditions or deny	N/A	City Council	Affirm, amend, or reject the decision on appeal
Variance	No <sup>2</sup>	N/A	Approve, approve with conditions, or deny <sup>1</sup>	City Council	Affirm, amend, or reject the decision on appeal <sup>2</sup>

Master Plan in PORT, overlay, or special district	Yes	Recommendation to approve, deny, or modify	N/A	N/A	Approve or deny
Subdivision	Yes	Recommendation to approve, deny, or modify	N/A	N/A	Approve or deny
Commercial Antenna in a residential area	Yes	Recommendation to approve, deny, or modify	N/A	N/A	Approve or deny
Rezoning and Comprehensive Plan Amendment	Yes	Recommendation to approve, deny	N/A	N/A	Approve or deny
Home Occupation Permit	Yes	Approve, approve subject to conditions or deny	N/A	City Council	Affirm, amend, or reject the decision on appeal

<sup>1</sup> A majority of two-thirds (2/3) of those members voting on the motion is required to grant a variance. The Board of Adjustment and Appeals is not authorized to approve as a variance a use that is not permitted in the zoning district.

<sup>2</sup> A majority of two-thirds of all members of the City Council is required to amend or reject the Board's decision.

<sup>3</sup> See Section 11-304.9(3) Notice of Public Hearing

Section 3. Revised City Code – 1982 Section 11-1207.1(14) is hereby amended as follows:

(Deletions in brackets, additions double underlined)

11-1207.1(14) Maintenance of Improvements. The owner or occupant of the premises must maintain the building and site in good condition, free from refuse and debris. All improvements must be repaired, replaced or repainted as necessary. All diseased or dead plant materials must be promptly replaced with the same or equivalent materials.

Introduced this 1<sup>st</sup> day of October, 2013.

Adopted this \_\_\_\_ day of \_\_\_\_\_.

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

ATTEST:

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Catherine M. Sorensen, City Clerk



**City Council Regular**

**19.**

**Meeting Date:** 10/01/2013

**Subject:** 2720 Northdale Boulevard

**From:** Marc Nevinski, Community  
Development Director

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**INTRODUCTION**

Councilmember Sanders inquired at the September 17th meeting about efforts being taken to address property condition concerns at 2720 Northdale Boulevard.

**DISCUSSION**

This property has been the subject of considerable code enforcement activity since approximately 2008. Most recently, staff from the Building Inspections, Neighborhood Reinvestment, and Police Departments have been in contact with the property owner in an attempt to resolve the both the long term and latest issues. Additionally, the Police Department recently sent letters to property owners in the neighborhood informing them of efforts to resolve the concerns at the property. Staff will continue to actively work with the property owner towards resolution of the property issues, and if necessary, use available enforcement mechanisms when feasible to achieve compliance.

**RECOMMENDATION**

No action is requested.

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