



HRA Meeting - 6:50 p.m.

CITY COUNCIL AGENDA

Tuesday, November 19, 2013

7:00 p.m.

**Coon Rapids City Center
Council Chambers**

Open Mic/Public Comment

Call to Order

Pledge of Allegiance

Roll Call

Adopt Agenda

Proclamations/Presentations

Approval of Minutes of Previous Meetings

November 6, 2013, Regular Meeting

November 13, 2013, Special Meeting

Consent Agenda

1. Civic Center Policy and Rates:
 - a. Approve Policy for Use of City Center Facilities
 - b. Cons. Resolution 13-103 Establishing Certain Fees and Charges for Use of the City Center Facilities
2. Cons. Resolution 13-96 Authorizing Allocation of SAC Units from Port Campus Square Demolitions for Redevelopment Projects in Port Campus Square
3. Cons. Resolution 13-104 Amending the Budget of Tax Increment District No. 1-9
4. Engineering Master Consulting Agreement:
 - a. Approve Engineering Master Consulting Agreement
 - b. Authorize City Officials to Execute Agreements with Kimley-Horn & Associates, SEH, Inc., Bolton & Menk, Inc., and WSB & Associates for Professional Engineering Services
5. Approve Professional Services Contract for Additional Electrical Inspections
6. Corporate Officer Change - Davanni's Pizza and Hot Hoagies 3430 - 129th Avenue NW

Reports on Previous Open Mic

None

Public Hearing

7. Connexus Energy Franchise Agreement:
 - a. Public Hearing, 7:00 p.m.
 - b. Cons. Adoption of Ordinance Granting a Utility Franchise to Connexus Energy

8. 2014 Fee Revisions:
 - a. Public Hearing, 7:00 p.m.
 - b. Cons. Ordinance to Amend the City Code for Non-Domestic Animals
 - c. Cons. Ordinance to Amend the City Code for Dog Control
 - d. Cons. Ordinance Adjusting Certain Fees
 - e. Cons. Ordinance Adjusting Building Inspection Fees
 - f. Cons. Resolution 13-97 Establishing Certain Fees and Charges
 - g. Cons. Resolution 13-98 Establishing Certain Fees and Charges for Use of CTN Studio Facilities
 - h. Cons. Resolution 13-99 Revising Sewer Availability Charges (SAC)
 - i. Cons. Resolution 13-100 Establishing Certain Fees and Charges for Use of Ice Center Facilities
 - j. Cons. Resolution 13-101 Establishing Certain Fees and Charges for Use of City Park Facilities
 - k. Cons. Resolution 13-102 Establishing Certain Fees and Charges for Adult Softball Leagues

Bid Openings and Contract Awards

None

Old Business

None

New Business

9. 2014 Residential Street Reconstruction, Project 14-1:
 - a. Cons. Resolution Ordering Preparation of Feasibility Report
 - b. Cons. Resolution Ordering Preparation of Plans and Specifications

10. 2014 Residential Street Reconstruction, Project 14-3:
 - a. Cons. Resolution Ordering Preparation of Feasibility Report
 - b. Cons. Resolution Ordering Preparation of Plans and Specifications

11. 2014 Residential Street Reconstruction, Project 14-4:
 - a. Cons. Resolution Ordering Preparation of Feasibility Report
 - b. Cons. Resolution Ordering Preparation of Plans and Specifications

12. Cons. Resolution 13-105 Providing for the Sale of \$5,640,000 G.O.Bonds, Series 2013B

13. Cons. Approval of Fifth Amendment to the Lease Agreement Bunker Hills Golf Course Restaurant and Catering Provider, Potluck Catering, Inc., d/b/a Town and Country Caterers

Other Business

Adjourn



City Council Regular

Meeting Date: 11/19/2013

SUBJECT:

Attachments

11-6-13 Regular Meeting

11-13-13 Special Meeting

UNAPPROVED

COON RAPIDS CITY COUNCIL MEETING MINUTES OF NOVEMBER 6, 2013

OPEN MIC/PUBLIC COMMENT

No one appeared.

CALL TO ORDER

The first regular meeting of the Coon Rapids City Council for the month of November was called to order by Mayor Tim Howe at 7:05 p.m. on Wednesday, November 6, 2013, in the Council Chambers.

PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Howe led the Council in the Pledge of Allegiance.

ROLL CALL

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

Members Absent: None

ADOPT AGENDA

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER MANNING, TO ADOPT THE AGENDA AS AMENDED, ADDING ITEM 1A, ACCEPTING A DONATION FROM CEDAR VALLEY EXTERIORS. THE MOTION PASSED UNANIMOUSLY.

PROCLAMATIONS/PRESENTATIONS

1A. ACCEPTING A DONATION FROM CEDAR VALLEY EXTERIORS TO BE USED TO SUPPORT THE TEEN CENTER FOR 2014.

Frank Mannella presented the Council with a check for \$7,500, which is to be used to support the Teen Center for 2014. Mayor Howe thanked Mr. Mannella and Cedar Valley Exteriors for the generous donation to the City. A round of applause was offered by all in attendance.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER MANNING, TO ADOPT RESOLUTION 13-95, ACCEPTING A DONATION FROM CEDAR VALLEY EXTERIORS IN THE AMOUNT OF \$7,500 TO BE USED TO SUPPORT THE TEEN CENTER IN 2014. THE MOTION PASSED UNANIMOUSLY.

1B. COON RAPIDS HEART SAFE COMMUNITY AND CITIZEN RECOGNITION

Officer Bryan Platz discussed the City's recent designation as a Heart Safe Community. He explained that since February, over 1,300 members of the community have been trained in AED use. He reported Coon Rapids has had 29 cardiac events in 2013. He reviewed the measures being taken in Coon Rapids to ensure the community is heart safe. He noted Coon Rapids was the third largest City in the State of Minnesota to become heart safe. He recognized Deb McPeck, Paul Mendoza, and Jeremy Brown for their training efforts. A round of applause was offered by all in attendance.

Dr. Charlie Litch, Allina Medical, explained that cardiac arrest affects 400,000 in the United States each year. The survival rate remains only 5% to 7%, unless early assistance is offered. He commended the City of Coon Rapids for their efforts on becoming a Heart Safe Community.

Jeannie Tewalt, supervisor at the Minnesota Heart Safe Community Program, presented the Council with a certificate, designating the City of Coon Rapids as a Heart Safe Community. In addition, road signs could be posted in Coon Rapids designating the community as heart safe.

Officer Platz read a statement regarding a recent cardiac event that took place in Coon Rapids. He recognized community member Joshua Gagner for his heroic efforts that helped save a life of a co-worker, Tim Hoffman. All present offered Joshua Gagner a standing ovation and round of applause.

Ms. Tewalt presented Joshua Gagner and the emergency responders with life saving certificates.

Mayor Howe requested further information on the number of AEDs in the City of Coon Rapids. Officer Platz stated the City now had 107 AED's in place and his goal was to have 300 AED's with 30,000 community members trained. He explained the cost of the AED units has come down considerably.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

OCTOBER 15, 2013, WORK SESSION
OCTOBER 15, 2013, COUNCIL MEETING

Councilmember Sanders requested the adjournment state that Mayor Howe adjourned the worksession meeting and not an executive session meeting.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER MANNING, FOR APPROVAL OF THE MINUTES OF THE OCTOBER 15, 2013, WORK SESSION MEETING AS AMENDED. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER KLINT, FOR APPROVAL OF THE MINUTES OF THE OCTOBER 15, 2013, COUNCIL MEETING. THE MOTION PASSED UNANIMOUSLY.

CONSENT AGENDA/INFORMATIONAL BUSINESS

2. AUTHORIZE SELECTION OF AUDIT FIRM FOR 2013-2015
3. CONSIDER RESOLUTION 13-93 AUTHORIZING THE HRA TO EXPEND DOLLARS FROM MINNESOTA INVESTMENT FUND LOAN REPAYMENTS FOR ECONOMIC DEVELOPMENT LOANS
4. AUTHORIZE FINAL PAYMENT, PROJECT 12-1, NORTHWEST ASPHALT, INC.
5. CONSIDER RESOLUTION 13-94 ACCEPTING THE AMENDED 2013 TZD ENFORCEMENT GRANT FROM THE MN DEPARTMENT OF PUBLIC SAFETY, OFFICE OF TRAFFIC SAFETY AND APPROVE THE 2013 TZD ENFORCEMENT GRANT AGREEMENT
6. QUARTERLY FINANCIAL REPORT

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

REPORTS ON PREVIOUS OPEN MIC

None.

PUBLIC HEARING

7. PAWN AMERICA MINNESOTA, 15 COON RAPIDS BOULEVARD:
 - A. PUBLIC HEARING, 7:00 P.M.
 - B. CONCUR WITH MINNESOTA DEPARTMENT OF COMMERCE RENEWAL 2014 CURRENCY EXCHANGE LICENSE

The staff report was shared with Council.

Mayor Howe opened and closed the public hearing at 7:33 p.m. since no one appeared to address the Council.

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER WELLS, TO CONCUR WITH THE MINNESOTA DEPARTMENT OF COMMERCE RENEWAL OF THE 2014 CURRENCY EXCHANGE LICENSE FOR PAWN AMERICA MINNESOTA, 15 COON RAPIDS BOULEVARD. THE MOTION PASSED UNANIMOUSLY.

OLD BUSINESS

8. **CONSIDER ADOPTION OF AMENDED ORDINANCE PERTAINING TO CHAPTER 8-200 OF CITY CODE; WASTE COLLECTION AND RECYCLING**

The staff report was shared with Council.

Councilmember Klint commented she received several calls regarding the storage of garbage cans. She questioned if trash containers could be stored on the front of a garage. Public Works Director Himmer explained the ordinance would require that the containers not be stored within the 35 foot front yard setback.

Councilmember Klint said that garbage cans to be an eyesore when stored in front of homes in Coon Rapids. She supported the proposed ordinance but wanted to see homeowners move their containers to the side of their homes.

Councilmember Johnson indicated he has at times been in violation of the ordinance and supported the proposed placement of garbage containers at the street but was not in favor of regulating the placement of these containers near homes.

Councilmember Klint encouraged the Council to look at the broad picture and how this ordinance would positively impact the entire City.

Councilmember Sanders commented the trash container placement near homes would be difficult for the City to enforce; however, he supported the language as it would address the street placement.

Councilmember Koch estimated that more than half of the trash containers in Coon Rapids sat in front of garages. He indicated if the containers were moved to the side, they would remain visible to the neighbors.

Mayor Howe supported the proposed time changes within the ordinance.

Councilmember Klint recommended ticketing containers that were not in compliance with the ordinance time limits.

Public Works Director Himmer explained that he spoke with one homeowner who requested the 5:00 p.m. time frame be moved up to 4:00 p.m. to allow people to put their garbage cans down in daylight during the winter months.

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT THE PROPOSED AMENDED ORDINANCE PERTAINING TO CHAPTER 8-200 OF CITY CODE; WASTE COLLECTION AND RECYCLING.

Councilmember Koch requested a friendly amendment with the timeframe changed to 4:00 p.m.

THE MOTION PASSED 6-1, COUNCILMEMBER KLINT OPPOSED.

NEW BUSINESS

9. CONSIDER PARTICIPATION IN DISCUSSION OF NO WAKE ORDINANCE ON RECREATIONAL POOL

The staff report was shared with Council.

Councilmember Koch stated Champlin was investigating the potential of having a “no wake zone” on the river each spring if water levels reached a certain height. He explained that Champlin was seeking support from neighboring communities and was hoping to further discussions through a task force regarding a potential no wake zone. He indicated this task force would need representation from the City of Coon Rapids.

Community Development Director Nevinski stated all other surrounding communities were interested in creating a task force to further discuss this issue.

Councilmember Koch volunteered to represent the City on the no wake zone task force.

MOTION BY MAYOR HOWE, SECONDED BY COUNCILMEMBER WELLS, TO DESIGNATE COUNCILMEMBER KOCH AND COUNCILMEMBER MANNING AS ALTERNATE TO REPRESENT COON RAPIDS IN NO WAKE DISCUSSIONS. THE MOTION PASSED UNANIMOUSLY.

10. COMPREHENSIVE PLAN AMENDMENT, PRELIMINARY AND FINAL PORT MASTER PLANS, PORT RIVERWALK, PC 13-23

The Staff report was shared with Council.

Community Development Director Nevinski commented the plan was developed to be flexible in order for the area to build out over the next ten to fifteen years.

Councilmember Manning said he was in favor of moving this development forward more quickly.

Councilmember Johnson discussed the length of time it took to develop the Riverdale area. He indicated the private market would drive and spur the development.

Councilmember Manning recommended the City be aggressive and work to attract developers to jump start the development of this area.

Councilmember Sanders indicated the development of this site has already started and would continue. He believed the ten to fifteen year timeline was a worst case scenario.

Mayor Howe wanted to see the development done right and encouraged the City to be more aggressive in marketing the site.

Councilmember Wells recommended staff research the potential sale prices for the raw land. Community Development Director Nevinski commented the Port Master Plan would allow the City to better market the property to potential developers.

Councilmember Manning expressed frustration that the site would sit for another ten years before being developed. He said he wanted to see the City being more proactive with this area.

Councilmember Koch indicated that once the Master Plan was approved and land value was determined the property could be developed to meet the goals within the plan.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER SANDERS, TO APPROVE THE TEXT AMENDMENT TO CHAPTER 2 OF THE COMPREHENSIVE PLAN INCORPORATING THE FUTURE LAND USES AND RELATIONSHIPS, TRAFFIC CIRCULATION, PEDESTRIAN SYSTEMS, PARK AND OPEN SPACE CONCEPTS, AND EXAMPLES OF BUILDING TYPES ESTABLISHED BY THE PORT RIVERWALK MASTER PLAN. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER SANDERS, TO APPROVE THE PRELIMINARY AND FINAL PORT MASTER PLANS FOR PORT RIVERWALK. THE MOTION PASSED UNANIMOUSLY.

11. CONSIDER APPROVAL OF COON RAPIDS ICE CENTER CONTRACT WITH ANOKA-HENNEPIN SCHOOL DISTRICT FOR 2013-2014

The staff report was shared with Council.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER JOHNSON, TO APPROVE THE COON RAPIDS ICE CENTER CONTRACT WITH THE ANOKA-HENNEPIN SCHOOL DISTRICT FOR THE 2013-14 SEASON, AND AUTHORIZE EXECUTION OF THE AGREEMENT BY APPROPRIATE CITY OFFICIALS. THE MOTION PASSED UNANIMOUSLY.

12. **CONSIDER APPROVAL OF COON RAPIDS YOUTH HOCKEY ASSOCIATION
FACILITY USE AGREEMENT FOR 2013-2014**

The staff report was shared with Council.

**MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER WELLS,
TO APPROVE THE COON RAPIDS ICE CENTER FACILITY USE AGREEMENT WITH THE
COON RAPIDS YOUTH HOCKEY ASSOCIATION FOR THE 2013-2014 SEASON.**

Councilmember Klint questioned why the youth hockey association would no longer be staffing outdoor rinks. She commented this change would increase expenses for the City. Public Works Director Himmer stated this was the case but noted the rates being charged to the Coon Rapids Youth Hockey Association were raised slightly for 2013-2014.

Mayor Howe recommended the concession stand and use agreement be reviewed again by the Council. He said he was in favor of allowing the proposed use agreement to continue as is and that it be reevaluated in 2014.

Public Works Director Himmer discussed the proposed changes that would be made to the concession stand to increase and improve sales. He then reviewed the events planned for the venue in the coming months.

THE MOTION PASSED UNANIMOUSLY.

13. **ORDINANCES REVISING FEES FOR 2014:**
- A. **CONSIDER INTRODUCTION OF AMENDED ORDINANCE, NON-DOMESTIC ANIMAL**
 - B. **CONSIDER INTRODUCTION OF AMENDED ORDINANCE, DOG CONTROL**
 - C. **CONSIDER INTRODUCTION OF ORDINANCE TO REVISE CERTAIN LICENSE FEES, SERVICE FEES AND RELATED CHARGES**
 - D. **CONSIDER INTRODUCTION OF ORDINANCE ESTABLISHING PERMIT AND INSPECTION FEES FOR THE BUILDING INSPECTIONS DIVISION**
 - E. **SET PUBLIC HEARING REGARDING FEE INCREASE FOR OFF-SALE AND ON-SALE 3.2 MALT LIQUOR LICENSES**
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The staff report was shared with Council.

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER SANDERS, TO INTRODUCE THE AMENDED ORDINANCE PERTAINING TO CHAPTER 6-500 OF CITY CODE: NON-DOMESTIC ANIMALS; INTRODUCE THE AMENDED ORDINANCE PERTAINING TO CHAPTER 6-100 OF CITY CODE; DOG CONTROL; INTRODUCE AN ORDINANCE TO REVISE CERTAIN LICENSE FEES, SERVICE FEES AND

RELATED CHARGES EFFECTIVE JANUARY 1, 2014; AND INTRODUCE AN ORDINANCE ESTABLISHING PERMIT AND INSPECTION FEES FOR THE BUILDING INSPECTIONS DIVISION AS AUTHORIZED BY MINNESOTA STATUTES SECTION 16B.62, SUBDIVISION 1 EFFECTIVE JANUARY 1, 2014. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER WELLS, TO SET A PUBLIC HEARING FOR NOVEMBER 19, 2013 AT 7:00 P.M. REGARDING THE FEE INCREASE FOR OFF-SALE AND ON-SALE 3.2 MALT LIQUOR. THE MOTION PASSED UNANIMOUSLY.

14. **AUTHORIZE PURCHASE OF REPLACEMENT PIERCE FIRE TRUCK AND LOOSE EQUIPMENT**

The staff report was shared with Council.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER JOHNSON, TO AUTHORIZE THE PURCHASE OF A REPLACEMENT PIERCE FIRE TRUCK AND LOOSE EQUIPMENT AT AN AMOUNT OF \$570,280. THE MOTION PASSED UNANIMOUSLY.

15. **APPROVE SPECIFICATIONS FOR GENERATOR MAINTENANCE AND ORDER ADVERTISEMENT FOR BIDS**

The staff report was shared with Council.

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER JOHNSON, TO APPROVE THE SPECIFICATIONS FOR A CONTRACT FOR GENERATOR MAINTENANCE AND ORDER THE ADVERTISEMENT FOR BIDS TO BE OPENED DECEMBER 6, 2013. THE MOTION PASSED UNANIMOUSLY.

OTHER BUSINESS

Councilmember Klint requested further information on the fencing along Highway 10. City Manager Gatlin stated he would report back to the Council at a future meeting.

Mayor Howe thanked the residents for coming together and supporting the park bond. He explained the public would be invited to be involved during the process of planning park improvements.

ADJOURN

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MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER KOCH,
TO ADJOURN THE MEETING AT 8:41 P.M. THE MOTION PASSED UNANIMOUSLY.

Tim Howe, Mayor

ATTEST:

Cathy Sorensen, City Clerk

UNAPPROVED

COON RAPIDS SPECIAL CITY COUNCIL MEETING MINUTES OF NOVEMBER 13, 2013

A special meeting of the Coon Rapids City Council was called to order by Mayor Tim Howe at 7:31 a.m. on Wednesday, November 13, 2013, in the Council Chambers.

Members Present: Mayor Tim Howe, Councilmembers Denise Klint, Ron Manning, and Jerry Koch

Members Absent: Councilmembers Paul Johnson, Bruce Sanders, Steve Wells

1. CONS. APPROVAL OF CANVASS OF NOVEMBER 5, 2013, SPECIAL ELECTION

A memorandum was presented from City Clerk Sorensen with the results from the special election, which reflect that City Question 1 Approval of Parks, Open Space and Trail Systems Bond Issue was approved.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER MANNING, TO APPROVE THE CANVASS OF THE NOVEMBER 5, 2013, SPECIAL ELECTION AS PRESENTED. THE MOTION PASSED UNANIMOUSLY.

2. HARVEST GRILL

City Attorney Brodie stated that Jason Hines of Potluck Catering/The Harvest Grill at Bunker Hills has requested that Council consider an amendment to his current lease agreement with regard to weekly rent payments and payment currently owed for his portion of the new monument sign at Bunker Hills. He said should Council wish to proceed with a Fifth Amendment a final draft will be placed for consideration by the Council at the November 19, 2013, Regular meeting. He noted the proposed amendment does not include any loan forgiveness but a restructuring only.

Councilmember Koch inquired about the weekly payments. Mr. Brodie said the reason is to bring current the rent from October and November only and that by December they will return to paying at the beginning of month. He said the benefit for the City will be to receive cashier checks or money orders.

Mayor Howe inquired about the signage costs being included with the new repayment amount. Mr. Brodie said that Mr. Hines has been repaying arrears each month under the Third Amendment to the Lease but is requesting to add signage costs, add another year to the term and reduce the interest rate. He said Mr. Hines is current on the arrears repayment and that the benefit for rolling this into the repayment plan will be that the signage costs are being accounted for.

Councilmember Manning said these requests seem to reoccur and suggested future event deposits should be placed in a separate account. Mr. Brodie said Mr. Hines does not wish to do this for bookkeeping reasons, adding that the deposits collected are not as much as previously thought and are typically only \$500-\$1000 per event.

Councilmember Klint said she would like to see all monies paid by January 1, including the signage and that we require all event deposits.

Councilmember Manning agreed on requiring deposits but said if we request the remaining be paid we risk losing more. He said he wants to see them succeed and if it does not cost the City anything he is willing to work with Mr. Hines.

Councilmember Koch said he is not as concerned about the signage amount as he is about rent being current. He agreed that tracking deposits can be difficult for bookkeeping and since the amounts are relatively small he is not concerned. He said we will know by year-end if he is able to meet the agreement.

Mr. Brodie noted the rent amount is much less compared to summer months and that the average payment is approximately \$15,000 weekly.

Council consensus was to bring forward the Fifth Amendment to the lease agreement as proposed for Council consideration on November 19.

3. **OTHER BUSINESS**

None.

4. **ADJOURN**

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

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

1.

Meeting Date: 11/19/2013

Subject: Civic Center Policy and Rates

From: Sharon Legg, Finance Director

INTRODUCTION

Staff is recommending minor changes to the Policy for Use of City Center Facilities and rates.

DISCUSSION

The Civic Center is used for various events during the year including weddings, banquets, parties, athletic group functions, meetings, civic group users such as scouts, etc. Although no significant changes have been made, the Civic Center Policy has been updated. Additionally, rates have been "bundled" to include the typical package that renters require. Rates remain essentially the same as in the past.

For Council's information, beginning January 1, 2014, intoxicating liquor may be sold as an incidental part of a food service. This language is incorporated into the updated policy.

RECOMMENDATION

Staff recommends approval of:

- a. The Policy for Use of City Center Facilities.
 - b. Resolution 13-103 Establishing Certain Fees and Charges for Use of the City Center Facilities.
-

Attachments

RS 13-103

Policy

RESOLUTION NO. 13-103

**RESOLUTION ESTABLISHING CERTAIN FEES AND CHARGES
FOR USE OF THE CITY CENTER FACILITIES**

WHEREAS, the City Center complex was built with banquet facilities allowing for the senior dining program; and

WHEREAS, these facilities will be available for public rental; and

WHEREAS, the conference rooms and other rooms will be available for public use; and

WHEREAS, it is in the best interest of the City that costs of services be borne to the extent practical by the users of those services; and

NOW, THEREFORE, BE IT RESOLVED that the following fee schedule be adopted for reservations made after January 1, 2014, for the use of the City Center facilities.

2014 Services & Fees

	<u>Mon-Thurs</u>	<u>Friday*</u>	<u>Saturday*</u>	<u>Sunday</u> <u>4 hr block</u>
Banquet Facility				
• Coon Rapids Civic, Athletic or Public	\$215	\$(1)	\$745	\$(1)
<i>Additional hourly rate if needed</i>	\$27	\$55	N/A	\$55
• Coon Rapids Resident, Coon Rapids Non-Profit or Coon Rapids Business	\$355	\$740	\$1235	\$260
<i>Additional hourly rate if needed</i>	\$45	N/A	N/A	\$65
• Non-Resident	\$410	\$860	\$1365	\$300
<i>Additional hourly rate if needed</i>	\$50	N/A	N/A	\$75
Civic Rooms A & B rental rates:				
• Coon Rapids Civic, Athletic or Public	\$100	\$165	\$550 (1)	\$120
• Coon Rapids Resident, Non-Profit or Business	\$180	\$400	\$550	\$120
• Non-Resident	\$220	\$475	\$630	\$160
<i>Additional hourly rate if more needed</i>	\$65	\$70	\$75	\$35
Training Room rental rates:				
• Coon Rapids Civic, Athletic or Public	\$40	\$75	\$115 (1)	\$40
• Coon Rapids Resident, Coon Rapids Non-Profit or Coon Rapids Business	\$75	\$100	\$115	\$40
• Non-Resident	\$90	\$115	\$135	\$ 48
<i>Additional hourly rate if more needed</i>	\$25	\$35	\$45	\$10

	<u>Mon-Thurs</u> <u>4 hr block</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u> <u>4 hr block</u>
Kitchen rental rates	\$75	\$75	\$80	\$75
Alcohol service (up to 7 hours on Fri and Sat)	\$300	\$525	\$525	\$300
<i>Additional hourly rate</i>	\$75	\$75	\$75	\$75
Auditorium Style set-up				
• Full banquet/	\$110	\$110	\$110	\$110
• One room	\$55	\$55	\$55	\$55

(1) \$55 per hour for all or portions of Civic A, B and Training, to a maximum of \$165.

- Monday –Thursday and Sunday rates are based on a 4 hour rental.
 - Friday and Saturday Banquet Facilities Package prices include Civic Rooms A & B, Training Room, Kitchen, Arts & Craft Room, Conference Room 5, easel, screen, projector, microphone.
 - Friday rate is based on 8 hour rental.
 - Saturday rate is based on a 16 hour rental.
 - Sunday is an hourly rental with a 4 hour minimum to start.
- * Banquet facility cannot be split up until 6 months prior to event date.

Note: 25% discount allowed if Banquet Rooms are reserved 45 days or less from date of event.

CONFERENCE ROOMS, ARTS & CRAFTS ROOM AND RECREATION ROOM:

Rental rates:

- Coon Rapids Civic, Athletic or Public month. No Charge up to 8 hours per Additional hours are \$15 per hour.
- CR Resident, CR Non-Profit or CR Business (Mon-Thurs) \$40 for first 4 hours Additional hours are \$15 per hour
- CR Resident, CR Non-Profit or CR Business (Fri-Sun) \$60 for first 4 Additional hours are \$15 per hour
- Non-Resident (Monday-Thursday) \$50 for first 4 hours Additional hours are \$15 per hour
- Non-Resident (Friday-Sunday) \$75 for first 4 hours Additional hours are \$15 per hour

DAMAGE DEPOSIT:

- \$500 for Banquet Rooms – due 30 days prior to event
- \$250 for Civic Rooms A & B – due 30 days prior to event
- \$175 for Civic Room A or B – due 30 days prior to event
- \$75 for Training Room – due upon application
- \$50 for Conference Rooms – due upon application

EQUIPMENT RENTALS RATES (including sales tax):

- projection screen* \$5
- white board easel* \$5
- regular easel* \$5
- microphone* \$10
- slide or overhead projector* \$5
- LCD projector, DVD/VCR player \$50
- small TV/VCR* \$5
- piano \$50
- grills \$20 each
- coffee maker* \$10
- tablecloths (round and 8 foot) \$4.50 each
- napkins \$.45 each
- plates \$0.50/item; replacement cost \$5.00/item
- coffee cups \$0.50/item; replacement cost \$5.00/item
- goblets \$0.50/item; replacement cost \$5.00/item
- coffee servers \$3.00/item; replacement cost \$15.00/item
- pitchers \$1.00/item; replacement cost \$5.00/item
- salt and pepper shakers \$1.50/set; replacement cost \$4.00/set
- chocolate fountain \$20.00; replacement cost \$50.00
- punch bowls \$5.00/each; replacement cost \$40.00/item
- mirror squares \$1.00/each; replacement cost \$5.00/item
- ice votives \$.50/each; replacement cost \$2.00/item
- wedding chairs \$3.50 /each; replacement cost \$55/item

*Civic, Athletic and Public exempt.

Adopted by the Coon Rapids City Council this 19th of November, 2013.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City of Coon Rapids

Policy for Use of City Center Facilities

11155 Robinson Drive, Coon Rapids MN 55433
Civic Center Facilities Coordinator: (763) 767-6522
Email: civiccenter@coonrapidsmn.gov
Website: www.coonrapidsciviccenter.com

The Coon Rapids City Center, located at 11155 Robinson Drive, is operated by the City of Coon Rapids. The City Center has a large banquet/meeting room, with adjacent kitchen facilities, an adjacent training room and three other meeting rooms which may be scheduled for use by community residents, civic groups, non-profit organizations and non-residents.

CLASSIFICATION AND PRIORITY OF USERS:

For the purpose of establishing fee charges for the use of city facilities, users are based on four classifications of priority.

- Priority 1. Any event directly sponsored by the City of Coon Rapids.
- Priority 2. Events conducted by a Coon Rapids Coon Rapids Civic, Coon Rapids Athletic or Public Organization.
- Priority 3. Events conducted by a Coon Rapids Resident, Coon Rapids Non-Profit or Coon Rapids Business.
- Priority 4. Events conducted by a Non-Resident.

AVAILABLE RENTAL SPACES:

- 1. Banquet Facility: The banquet facility is comprised of Civic Room A, Civic Room B, Training Room and the kitchen. The facility seats up to 230 people banquet style or up to 265 auditorium style. Moveable partitions can divide the space into the three separate rooms with capacities as follows:
 - a. Civic Room A or B seats 80 banquet style or 100 auditorium style.
 - b. The Training Room seats 60 banquet style or 60 auditorium style or 34 classroom style.
- 2. Arts & Craft Room: seats up to 20 comfortably at pre-arranged tables.
- 3. Conference Room 5: seats 12-15 around a permanent oval shaped conference room table.
- 4. Recreation Room: seats up to 15 comfortably at pre-arranged tables.

HOURS OF USE

- 1. The Civic Center is home to the Coon Rapids Senior Center Monday-Thursday during the hours of 8:00 AM–4:30 PM and on Friday from 8:00 AM–2:00 PM. Civic Center rooms are available to rent to other groups during the following hours:
 - a. Monday –Thursday 4:30 PM – 10:00 PM

- b. Friday 2:00 PM – 12:00 midnight (conference rooms until 10:00 PM only)
 - c. Saturday 8:00 AM – 12:00 midnight (conference rooms until 10:00 PM only)
 - d. Sunday 1:00 PM – 10:00 PM. Second Sunday of the month available at 2:00 PM
2. The Civic Center is closed on City holidays, except for contract use or previously scheduled events.
 3. Access is limited to the period of time reserved. Absolutely nothing may be set up before the rental time frame. Vendors arriving early will be refused.

GENERAL RULES

The user of the Civic Center and surrounding grounds agrees to follow these rules:

1. Supervise the conduct of the members of their group. Disorderly conduct of participants is prohibited.
2. Use only spaces approved for use. The hallways and other common spaces **are not** included in your rental agreement and must remain clear at all times. No tables and/or equipment are allowed to be set up in this space. No loitering is allowed in this space. Violation this policy is a violation of fire safety code.
3. No open flames or ovens that burn charcoal or wood are allowed to be brought into the building or put on the dock. They must be outside and a minimum of 10 feet from the exterior of the building.
4. Use of the kitchen requires a licensed caterer on-site during the event. The license must be issued by the State of MN or a Minnesota County and provided to the Facilities Coordinator no later than one month prior to the event. The caterer is required to come in for a kitchen tour and instructions a minimum of 2 weeks prior to the event the first time they cater at our venue.
5. A Coon Rapids Police Officer is required when alcohol (beer and wine only, no hard liquor) is being served; cost to be paid by the permit holder.
6. All music and alcohol must stop at 12:00 A.M. on Friday and Saturday and 10:00 P.M. on other nights and all guests should be gone from the building, except those helping with clean-up. One free hour is allotted for cleanup on Friday and Saturday banquet facility rentals only.
7. No items may be taped, tacked or put on any walls or ceilings in the Civic Center. Decorations are done by the permit holder and **must be removed upon completion of the event. Installation of decorations may not inconvenience any other group and must be done within the period of time reserved.** Draping of the ceiling is permitted by a pre-approved professional decorator only.
8. No paper/metallic confetti, glitter, bird seed, decorative sand, rice or other small decorations may be used in the building or on the grounds. Balloons must be securely anchored and must remain in the rented room only. All decorations must be pre-approved by the Facility Coordinator. The City reserves the right to withhold a portion of your deposit if decorating guidelines are not followed or if excessive clean-up is required.

9. Stages, outside tents and inflatable jumping rooms are not permitted. Platforms that are **less than 12 inches** are permitted for head tables only and must be removed upon completion of the event.
10. Candles are allowed provided they are in an enclosed container or votive. Open flame candles are prohibited.
11. All persons and any items associated with the rental must be out of the Civic Center at the end of the rental time. No items are to be left overnight. The Civic Center is not responsible for items that have been left. All activities need to conclude at the closing time stated on the permit.
12. Must comply with all City ordinances, Minnesota State Statutes, Federal laws and the established rules for use which apply to authorized use of the Civic Center.
13. Illegal gambling is prohibited. Lawful gaming may only be conducted pursuant to State law, and only if a lawful gaming permit has been issued by the City.
14. The permit holder shall assume all responsibility for noise levels of their participants and noise levels shall not disturb other rental groups or the surrounding neighborhood.
15. Leave spaces used in a clean, orderly fashion, including replacing items removed.
16. Violation of these rules may result in the forfeiture of all deposit money and/or denial of future permits for use of the Civic Center. Denial of use does not exempt violators from possible civil or criminal prosecution under applicable City ordinances, State or Federal laws.

SUPERVISION

The group, individual, or organization using the Civic Center must provide competent adult supervision for the entire time participants are in the building or on the surrounding grounds. Children are to be under adult supervision during the entire rental time. Civic Center **does not** provide a room for childcare or babysitting.

LIABILITY

Any group, individual or organization using the Coon Rapids City Center agrees to indemnify and defend the City of Coon Rapids, its agents, and employees from any and all damages to facilities, equipment or other property owned by the City, its agents or employees, and further assumes all liability for any personal injuries, including death, caused by participants in the scheduled event. The permit holder will be responsible for all damages, including those in excess of the deposit, and must reimburse the City for the cost of reasonable attorneys' fees spent to prosecute or defend a legal claim arising out of the use of the Coon Rapids City Center.

SMOKING

The City Center is a smoke-free building. Smoking is allowed outside the building only. This includes E-Cigarettes.

ALCOHOL/INTOXICATING LIQUOR POLICY

1. Alcohol may be served at the Coon Rapids Civic Center Banquet Facility. Alcohol service must be contracted through one of the licensed caterers on the Coon Rapids Civic Center's Approved Alcohol Provider list.
2. When alcohol is being served, the Facilities Coordinator will hire a Coon Rapids Police Officer to work the event. The permit holder will be assessed an additional fee for the police officer (see current fee schedule for cost). The Police Officer will be at your event from the start of alcohol service until the last person leaves. If the end of the event extends beyond times stated in the general rules/contract, an additional hourly fee will be charged.
3. Service and consumption of alcohol is allowed only in the Civic Rooms, Training Room, and patio area (not in the hallways, corridors, restrooms, front entrance or parking lot).
4. Alcohol can only be dispensed to persons 21 years of age or older who are attending the event for which the beverage is being served. Valid identification may be requested of any persons appearing to be underage at any time during your event. All parties consuming alcohol must conform to all City and State liquor laws.
5. No alcohol may be served after 12:00 A.M. on Friday and Saturday evenings or after 10:00 P.M. on other nights and alcohol must be removed from the building at this time. We suggest that Last Call is at 11:30 P.M. and 9:30 P.M. respectively.
6. Firearms are strictly prohibited in the Civic Center.
10. Violation of these rules may result in the denial of future permits for use of the Civic Center and/or may result in the forfeiture of all deposit money. Denial of use does not exempt violators from possible civil or criminal prosecution under applicable City ordinances, State or Federal laws.

APPLICATION FOR USE

1. All groups not coordinated, supervised, or otherwise conducted by the City must complete the "Application & Permit for Use of City of Coon Rapids Facilities".
2. All applications will be reviewed by the Facility Coordinator. The applicant will receive, in writing, the approval or disapproval of his/her application. If approved, the Application then becomes the Permit.
3. The initialed and signed Civic Center Terms & Conditions form must be completed and submitted with the Application & Permit for Use form.
4. Residents of the City of Coon Rapids may make reservations up to eighteen months in advance. Non-residents of Coon Rapids may make reservations up to twelve months in advance.
5. Residents may not reserve the facilities for a non-resident.
6. The Facility Coordinator will assign conference rooms based on availability and size of the group.

7. The Facility Coordinator may limit the number of dates an individual or group may reserve to ensure that one group does not dominate use of a particular room or facility.
8. Rooms should be left with the same arrangement as upon arrival. Unless specific arrangements have been made, standard room set-ups will apply.
9. A permit will be denied if the Civic Center has been previously reserved or if the requested use is for an activity contrary to City ordinance. The City reserves the right to deny or cancel a permit if the regulations are violated.
10. Permits may not be assigned, transferred or sub-let to anyone other than the person/organization making the application.
11. A permit may be canceled by the City up to the time of use when a state of emergency is declared or unsafe environmental conditions or utility services are interrupted. In these circumstances, the City assumes NO responsibility for any disruption cancellation may cause. The City will attempt to notify the applicant immediately if cancellation is necessary.

APPLICATION FOR USE OF THE BANQUET FACILITY OR BANQUET ROOMS (CIVIC A OR B, TRAINING ROOM)

- The Banquet Facility (Civic A, B, Training Room & Kitchen) will be rented as a package on Friday evenings and Saturday all day, until 6 months before any given date. Within 6 months of the date, the separate rooms may be rented individually or in any combination.
- Civic Rooms A & B and the Training Room may be rented separately on Sundays – Thursdays.
- Permit for use for the Banquet Facility or Banquet Rooms includes set up and take down of up to (29) 60” round tables, (9) 8-foot tables, (3) 6-foot tables, (18) 5’ x 1-1/2’ tables, 19 card tables and approximately 23 chairs.
- Other items included are:
 - Dance floor
 - Easel
 - Projection Screen
 - Projector
 - Microphone
 - Three hours of clean-up (if additional clean-up is required, the cost is passed onto the permit holder)

For groups using the facility for no rental fee, there is no set-up or clean-up provided. Groups may move tables and chairs for their event, but **MUST** put them back as they found them unless prior approval is given.

Steps to reserve the Banquet Rooms:

1. Contact the Facility Coordinator to check availability of date. Obtain a rental packet in person at the Civic Center or online at www.coonrapidsciviccenter.com.
2. Return the completed Application and Permit for Use and Civic Center Terms & Conditions forms with one-half of the rental fee.
3. The Application and Permit for Use form will be processed and if approved, signed copies returned to the applicant along with a confirmation letter.

Once the room reservation has been approved, the following steps occur:

1. Approximately 4-6 weeks prior to the event, the permit holder must call or email to set up a time to meet with the Facility Coordinator at the Civic Center to make final arrangements and pay the balance due. (For this meeting, permit holder should know approximately how many people will attend, whether rental items such as table linens, napkins, plates, cups, etc. will be rented from the Civic Center or provided by other source and timeline of when decorator will arrive, when guest arrive, when food & alcohol will be served, etc.). The final number of attendees needs to be given to Facilities Coordinator no later than 2 weeks prior to the event.
2. On the day of the event, room set-up will be done by City staff based on agreed upon floor plan. No changes to the set up can be made after one week before the day of the event.
3. After the event, permit holder is responsible for clean-up as follows:
 - a. Remove decorations and all other items you have brought in. The City Center is not responsible for any items that have been left behind.
 - b. Pick up all trash from inside the banquet hall, hallways, outside patio, outside front entryway and parking lot. Place in trash bags and place the bags in the trash bin located on the right side of the loading dock.
 - c. Wipe off tables and chairs (must bring own towels, bucket and cleaning products).
 - d. If kitchen is rented, it must be cleaned thoroughly. Full instructions will be found in your renter's packet as well as on the Civic Center Terms & Conditions form.
 - e. If rental items are rented from the Civic Center, detailed instructions on handling the items are specified in the Civic Center Terms & Conditions form.
4. Refund of damage deposit will be issued via check within 30 days after the event. If any of the damage deposit is retained, a detailed letter/email will be sent with explanation.

APPLICATION FOR USE OF THE CONFERENCE ROOMS AT THE CIVIC CENTER (ARTS & CRAFTS, CONFERENCE ROOM #5 OR RECREATION ROOM)

Steps to reserve a conference room:

1. Contact the Facility Coordinator to check availability of date. Obtain a rental packet in person at the Civic Center or online at www.coonrapidsciviccenter.com
2. Return the completed Application and Permit for Use with the rental fee plus the damage deposit fee. Rooms are not considered reserved until payment is received.
3. The Application and Permit for Use form will be processed and if approved, a signed copy will be returned to the applicant along with a confirmation letter.

Once the room reservation has been approved/confirmed, the following steps occur:

1. Day of the meeting:
 - a. A standard room set up will be provided. If you move tables & chairs around, please restore them to the original positions before you leave.
 - b. Ensure all trash is picked up and in the trash receptacles.
 - c. Wipe off tables & chairs if necessary.
 - d. Leave the room in the same or better condition than it was when you arrived.
2. Refund of damage deposit will be issued via check within 30 days after the event. If any of the damage deposit is retained, a detailed letter/email will be sent with explanation.

CANCELLATION POLICY: Rental fees and other charges are completely refundable if the City cancels the use of the Civic Center for any reason other than violations by the user. If the permit holder requests cancellation more than forty-five (45) days before the event, a full refund will be issued if an alternate user is found. There is no refund of the rental fee if a permit holder cancels within forty-five (45) days prior to the event.



City Council Regular

2.

Meeting Date: 11/19/2013

Subject: Cons. Resolution 13-96 Authorizing Allocation of SAC Units from Port Campus Square Demolitions for Redevelopment Projects in Port Campus Square

From: Matt Brown, Community Development Specialist

INTRODUCTION

The Council is asked to consider a resolution approving a Phased Development Plan for Port Campus Square authorizing use of Sewer Availability Charge (SAC) units from previously demolished buildings for future redevelopment projects in Port Campus Square.

DISCUSSION

The Sewer Availability Charge (SAC) is a one-time fee imposed by the Metropolitan Council for each new connection to the regional sanitary sewer system or increase in volume discharged into the system. The SAC fee is usually assigned when a new building or remodeling permit is issued. One SAC unit equals 274 gallons of maximum daily wastewater flow capacity. Different types of buildings pay a prorated SAC fee based on the estimated potential capacity of wastewater they need. At present, the Metropolitan Council's SAC fee is \$2,435 per unit. When buildings are demolished, existing SAC credits must be used on the same site for a different use within a specific time frame. Unused credits simply expire and cannot be transferred to a different site.

In order to allow cities to implement comprehensive development initiatives within defined contiguous areas, the Metropolitan Council authorizes cities to create Phased Development Plans (PDP). A PDP allows SAC units for a defined area to be pooled and used for development projects throughout the area. A PDP also allows extension of the time frame in which the SAC units may be used for new development.

In the Port Campus Square redevelopment area, the City and HRA have acquired several properties, including 11000 Crooked Lake Boulevard (former Goodwill/Target, new ice arena), 3030 111th Avenue (former Big Lots), 3000, Coon Rapids Boulevard (former White Castle), 2980 Coon Rapids Boulevard (former Fantasy Gifts), 2950 Coon Rapids Boulevard (former tobacco shop), 2900 Coon Rapids Boulevard (former Ground Round), and 2984 111th Avenue (former Firestone and office building). While the SAC units from the former Goodwill were used for the new ice arena at 11000 Crooked Lake Boulevard, the remaining properties all have SAC units from the buildings that were demolished. The properties have a total of 63 SAC units. Staff proposes creating a Phased Development Plan for these credits to be used anywhere within the defined area for future public buildings or as an incentive for private development over the next 15 years. This could result in savings in excess of \$150,000 in SAC fees for new development.

RECOMMENDATION

Staff recommends approval of Resolution 13-96, which approves a Phased Development Plan for Port Campus Square and authorizes use of SAC units from previously demolished buildings for future redevelopment projects.

BUDGET IMPACT:

There is no immediate fiscal impact to the City. In the long term, however, the City or private developers could save in excess of \$150,000 in SAC fees for new development.

Attachments

Resolution 13-96

Phase Development Plan Map

Phased Development Plan Narrative

RESOLUTION 13-96

A RESOLUTION AUTHORIZING ALLOCATION OF SAC UNITS FROM PORT CAMPUS SQUARE DEMOLITIONS FOR REDEVELOPMENT PROJECTS IN PORT CAMPUS SQUARE

WHEREAS the Metropolitan Council's Sewer Availability Charge (SAC) Procedure Manual authorizes cities to create Phased Development Plans to implement comprehensive development initiatives within defined contiguous areas;

WHEREAS the Port Campus Square area has experienced changes in access, visibility, and market competition over the last several years, which has diminished the area's ability to maintain a successful mix of businesses and housing to stimulate private investment in the area;

WHEREAS the City of Coon Rapids has adopted policies and plans to encourage commercial, residential, and institutional redevelopment in the area, including the *Coon Rapids Boulevard Framework Plan* adopted in 2000 and updated in 2010, the City's *Comprehensive Plan*, adopted and approved by the Metropolitan Council in 2008, and the *Port Campus Square Master Plan*, adopted in 2013;

WHEREAS the City of Coon Rapids and its Housing and Redevelopment Authority acquired several properties within Port Campus Square for redevelopment between 2008 and 2011;

WHEREAS in 2011, the City of Coon Rapids constructed the Coon Rapids Ice Center on a redevelopment site adjacent to the proposed Phased Development Plan area, which in combination with public and private development associated with the Phased Development Plan is expected to result in revitalization of the broader area;

WHEREAS the City of Coon Rapids intends to implement redevelopment plans consistent with the City's *Comprehensive Plan* in the Port Campus Square area within the next 15 years;

WHEREAS the redevelopment plans require more SAC units that exist in inventory;

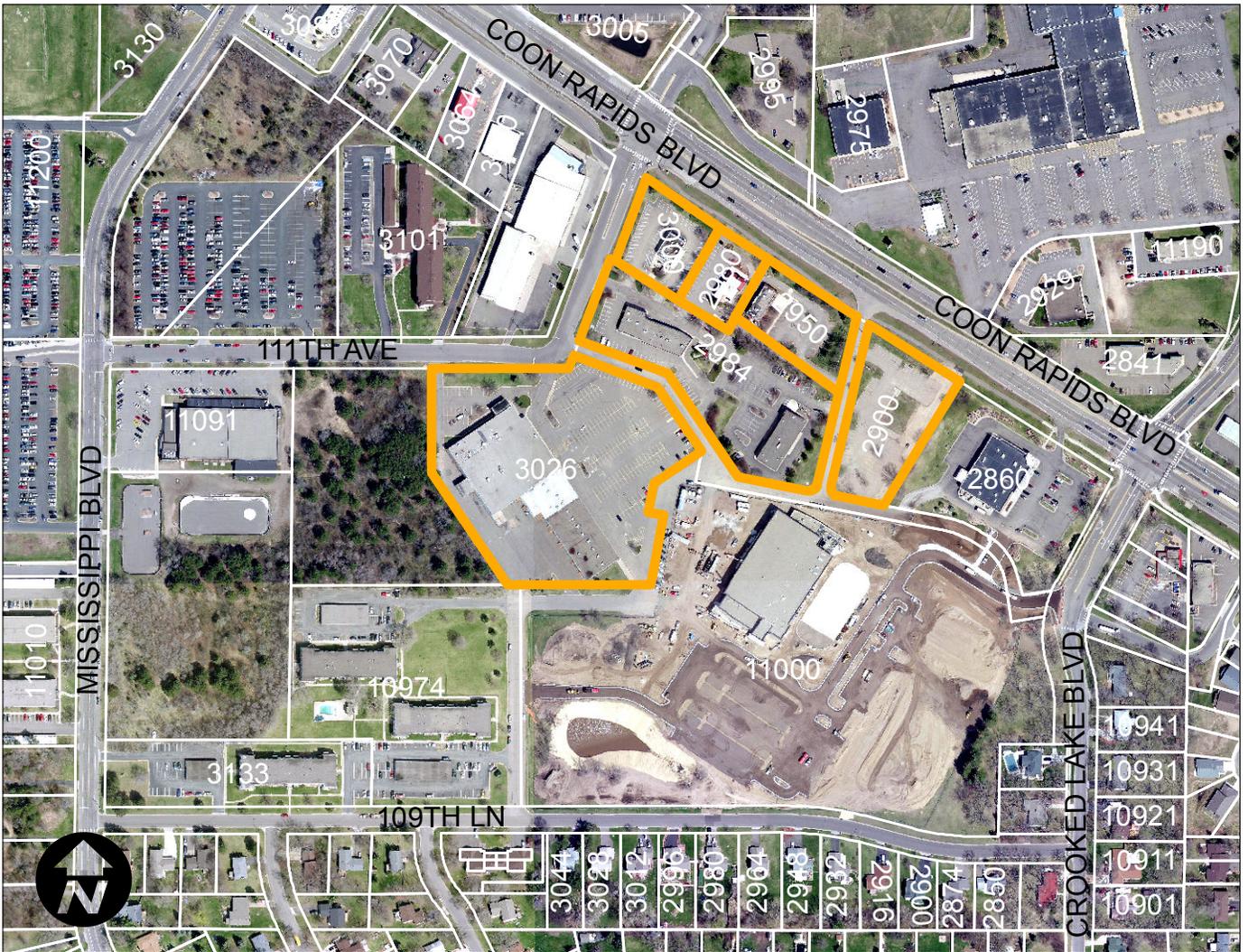
NOW, THEREFORE BE IT RESOLVED by the Coon Rapids City Council that the City of Coon Rapids, as the local government authority, will use SAC units within the Port Campus Square Phased Development Plan area as a resource for redevelopment projects consistent with the *Comprehensive Plan* within the next 15 years.

Adopted this 19th day of November, 2013

Tim Howe, Mayor

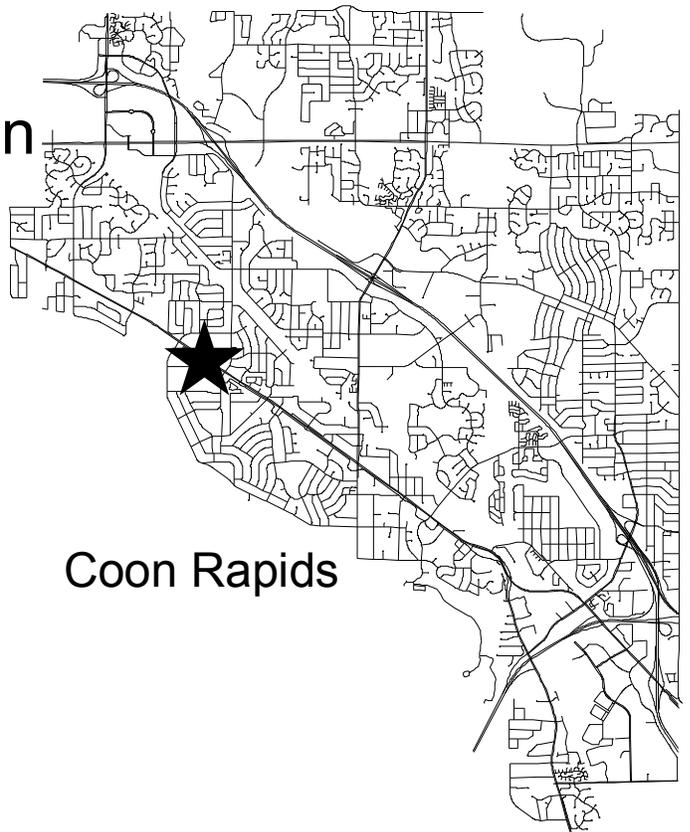
ATTEST:

Cathy Sorensen, City Clerk



Port Campus Square Phased Development Plan

 Properties to be included in PDP



Coon Rapids

PORT CAMPUS SQUARE PHASED DEVELOPMENT PLAN

Between 2008 and 2011, the City of Coon Rapids' Housing and Redevelopment Authority acquired several properties within the Port Campus Square redevelopment area. In 2013, the City adopted a master plan for the area, which was incorporated into the City's comprehensive plan. In 2011, the City constructed the Coon Rapids Ice Center on a redevelopment site adjacent to the properties included in the Phased Development Plan. This investment, in combination with public and private redevelopment associated with the Phased Development Plan is expected to result in revitalization of the broader area over time.

1. List of Properties

2. List of Properties Potential SAC Credits

ADDRESS	PIN	USE	POTENTIAL SAC CREDITS
2900 COON RAPIDS BLVD	16-31-24-34-0029	VACANT, FORMERLY COMMERCIAL	33
2950 COON RAPIDS BLVD	16-31-24-34-0040	VACANT, FORMERLY COMMERCIAL	2
2980 COON RAPIDS BLVD	16-31-24-31-0009	VACANT, FORMERLY COMMERCIAL	4
3000 COON RAPIDS BLVD	16-31-24-32-0018	VACANT, FORMERLY COMMERCIAL	5
2984 111TH AVE NW	16-31-24-34-0041	VACANT, FORMERLY COMMERCIAL	3
30XX 111TH AVE NW	16-31-24-33-0019	VACANT, FORMERLY COMMERCIAL	16

3. Type of Development Planned for Site

Development plans for the Port Campus Square site include a public park between the Coon Rapids Ice Center and Coon Rapids Boulevard on portions of the parcels at 2900 Coon Rapids Boulevard and 2984 111th Avenue. The City has plans to realign 111th Avenue so that it intersects with Coon Rapids Boulevard several hundred feet to the east of the present intersection. Residential, commercial, or mixed-use development is planned for the area between the new alignment of 111th Avenue and Coon Rapids Boulevard on portions of the parcels at 2950, 2980, and 3000 Coon Rapids Boulevard and 2984 111th Avenue. A future community center is planned south of 111th Avenue, partly on the parcel at 3026 111th Avenue. The attached concept plan illustrates these future plans.

4. Timeline for Phased Development Site

2014-2016: Park improvements

2014-2016: Realign 111th Avenue

2015-2028: Residential, commercial, or mixed-use development occurs on north side of 111th Avenue

2015-2028: Community center constructed south of 111th Avenue

5. Map Showing Phased Development Site and Properties Involved

Attached.

6. Resolution of Approval and Consistency with Comprehensive Plan

Attached.



City Council Regular

3.

Meeting Date: 11/19/2013

Subject: Amend TIF Budget

From: Sharon Legg, Finance Director

INTRODUCTION

The City Council is requested to modify the budget for Tax Increment District No. 1-9 which is expiring in 2013.

DISCUSSION

Tax Increment District No. 1-9 will expire at the end of 2013. The present budget for the district was modified in 2001 as part of the modification of the entire project area. At this time, the budget for this district should be modified to reflect historical expenditures as well as allowing for available tax increment to be used for other qualifying improvements such as street reconstruction in the project area. Because the budget for this district is not increasing, but only being reallocated, no public hearing is necessary.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution 13-104 amending the budget of Tax Increment District No. 1-9.

Attachments

13-104

RESOLUTION NO. 13-104

**RESOLUTION AMENDING BUDGETS OF
TAX INCREMENT DISTRICTS 1-9**

WHEREAS, tax increment districts 1-9 expire at the end of 2013; and

WHEREAS, the budgets were last modified in 2001; and

WHEREAS, the budget of this district is not increasing; therefore, a public hearing is not required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota, to amend the budgets as follows:

TIF District 1-9

	<u>Budget</u>	<u>Amended</u>
Tax increments	2,109,936	1,895,000
Investments earnings	89,177	304,000
Total Revenues	2,199,113	2,199,000
Expenditures		
Land/building acquisition	833,653	621,344
Site improvements/prep cost	267,000	267,000
Other qualifying improvements	335,000	789,547
Interest and fiscal charges	709,281	404,090
Administrative	32,160	95,000
Construction of affordable housing	22,019	22,019
Total Expenditures	2,199,113	2,199,000

Adopted the 19th day of November, 2013.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

4.

Meeting Date: 11/19/2013

Subject: Approve Engineering Master Consulting Agreement and Authorize Execution With Consultant Pool

Submitted For: Tim Himmer, Public Works Director **From:** Cher Ridout, Admin Secretary II

INTRODUCTION

From time to time, the City retains consultants for professional engineering services to assist with City projects. Typically the City contracts with three or four firms with expertise in specific areas that cannot be provided by City forces. As opposed to relying on a continuing services agreement that is prepared by each consulting firm staff has decided to develop our own master consulting agreement. This agreement will provide consistency and allow staff to better manage the services provided by the various consultants the City retains.

In addition to approving the master consulting agreement staff is looking for authorization to extent the timeline of the existing consultant pool and execute such agreement with each firm. Council is requested to consider the Engineering Master Consulting Agreement as the City's standard agreement for all engineering services going forward, and to authorize its execution with each firm.

DISCUSSION

For several years the City has retained consultants to provide specialized engineering services such as transportation, bridge inspections, traffic signals, stormwater management, master planning, landscape architecture, water and sanitary sewer projects, and general municipal engineering. An Engineering Master Consulting Agreement has been prepared to take the place of the various Continuing Services Agreements prepared by each consulting firm.

In early 2000 the City solicited statements of qualifications (SOQ) in an effort to develop a consulting pool for specialized engineering needs. As a result of the SOQ several firms were selected across areas of need and included in a consulting pool. From time to time it is prudent to evaluate the pool and determine whether all areas of need are still adequately covered, and that the chosen consultants are performing to expectations. Following is a list of existing firms in the consulting pool, and staff believes they are highly qualified professional engineers that have provided excellent services to the City in the past.

Kimley Horn & Associates	SEH, Inc.	Bolton & Menk	WSB & Associates
Traffic/Transportation	Traffic/Transportation	Water	Water Resources
Planning/Corridors	Signals	General Municipal	General Municipal
Bridges	Railroad	Sanitary Sewer	Parks/Master Planning
Large Roads/Highways	Sanitary Sewer		Landscape Architecture
Landscape Architect	Water		Water

RECOMMENDATION

It is recommended the Council take the following action:

a. Approve the Engineering Master Consulting Agreement.

b. Authorize City officials to execute agreements with Kimley-Horn & Associates, SEH, Inc., Bolton & Menk, Inc., Progressive Consulting Engineers, and WSB & Associates for professional engineering services beginning 2013 and beyond.

Attachments

Agreement

CITY OF COON RAPIDS
ENGINEERING
MASTER CONSULTING AGREEMENT

This Agreement (“Agreement”) is entered into this ___ day of _____, 20__, by and between the City of Coon Rapids, 11155 Robinson Drive NW, Coon Rapids, MN 55433 (the “City”) and _____, (the “Consultant”).

WHEREAS, Consultant has experience in engineering services and is a licensed qualified professional engineering firm; and

WHEREAS, the City desires to engage the Consultant from time to time to assist in providing engineering services for projects designated by the City and as described through a separate letter of engagement attached hereto as Exhibit A (the “Letter of Engagement”); and

WHEREAS, Consultant desires to accept such engagement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual agreements herein contained and intending to be legally bound hereby, the City and Consultant hereby agree as follows:

ARTICLE 1. TERM OF CONTRACT

Section 1.01. **TERM**. This Agreement will become effective on _____, 20__ and will continue in effect, unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.01. **INDEPENDENT CONTRACTOR STATUS**. The City and Consultant expressly agree that Consultant is an independent contractor and not an employee, agent, joint venturer, or partner of the City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee of the City for state or federal tax purposes.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT

Section 3.01. **CONSULTANT’S SERVICES**. The City hereby retains Consultant, on a non-exclusive basis, for the purpose of advising and consulting with the City on matters related to, but not necessarily limited to some or all of the following services:

- General municipal engineering
- Traffic engineering and transportation planning
- Structural and architectural engineering
- Mechanical and electrical engineering
- Landscaping, urban design, and urban planning
- Right-of-way services
- Registered land surveying activities
- Natural resources and environmental services
- Water/wastewater engineering
- Miscellaneous specialty/technical services identified by the City

(the “Services”).

The precise scope of services, schedule, and compensation on any given project shall be as detailed in the Letter of Engagement issued by the City. The Letter of Engagement may incorporate some or all of the Services, as well as other additional services that may not be identified within this Agreement.

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

Section 3.02. **METHOD OF PERFORMING SERVICE(S)**. Consultant shall recommend to the City, for its approval, the method, details, and means of performing the selected Service(s). Said scope of services shall be included in the specific Letter of Engagement for a particular project.

Section 3.03. **PLACE OF WORK**. Consultant shall base the performance of the selected Services at its own business location or such other location as Consultant may determine. The City is not required to provide office, technical or clerical support services to Consultant; but the City at its discretion may chose to do so for specific tasks and/or projects.

Section 3.04. **TIME OF PERFORMANCE**. Consultant shall submit for the City’s approval a schedule for the performance of the selected Service(s) which schedule may be adjusted by mutual consent as the Service(s) proceed. This schedule shall include allowances for periods of time required for the City’s review. Time limits established by this schedule, and approved by the City, shall not be exceeded by Consultant or the City, except for reasonable delays that are outside the control of either entity. Items that may delay the agreed upon schedule must be communicated to the other party as soon as they become known. Said schedule shall be included in the specific Letter of Engagement for a particular project.

ARTICLE 4. COMPENSATION

Section 4.01. **AMOUNT OF COMPENSATION**. The City shall pay the Consultant for the Service(s) furnished, and the Consultant shall accept as full payment, the sum described in the Letter of

Engagement for a particular project. This sum shall include all Service(s) rendered by the Consultant under this Agreement (including all travel, living and overhead expenses incurred by the Consultant in connection with performing the Service(s) herein), except for additional services authorized in writing by the City. A schedule of hourly fees shall be provided to the City by the Consultant on an annual basis.

The sum stipulated for Service(s) shall be considered an "Hourly - Not to Exceed" cost to the City, unless specifically stipulated otherwise, subject only to adjustments for changes in scope of Service(s) performed. The Consultant shall promptly notify the City if Consultant feels the initial scope of the project has changed or anticipates that the sum may be exceeded, in order to determine whether or not the City is prepared to increase the compensation. Any agreed upon changes shall be in writing between the City and Consultant. The City may, at its sole discretion, choose an alternate form of compensation, to include lump sum or percentage of construction costs.

Compensation for Service(s) during the construction phase of a project will also be provided on an "Hourly - Not to Exceed" basis, unless specifically stipulated otherwise. Consultant's level of Service(s) and actual charges may depend in part on such unknown factors as quality and responsiveness of the Contractor, weather conditions and adherence to the construction schedule, and unforeseen site conditions that may be revealed during construction. The Consultant shall promptly notify the City if Consultant feels that project conditions have changed or anticipates that the sum may be exceeded, in order to determine whether or not the City is prepared to increase the compensation. Any agreed upon changes shall be in writing between the City and Consultant.

Compensation for a particular project will be described and detailed in the Letter of Engagement prepared for each particular project.

Section 4.02. **PAYMENT OF COMPENSATION.** Contemporaneously with the submission of any invoice to the City, the Consultant shall provide an itemized statement detailing the number of hours spent by Consultant's employee or agent as well as the hourly rate charged by the individual providing the work. The Consultant's billings shall also include the City project name and number, description of the work performed, contract amount and amount invoiced to date, and contract percent complete and percent remaining. Invoices shall include subtotals for each phase of the project, if required. Each invoice submitted by the Consultant shall include only one project. The Consultant will bill the City monthly. The City will pay the Consultant within 30 days after receipt of the invoice. Prior to the processing of any and all payments, the Consultant shall comply with the City Finance Department's regulations on the completion and filing of W-9 forms and other Internal Revenue Service and Minnesota Department of Revenue forms.

Section 4.03. **EXPENSES.** Consultant shall be responsible for all costs and expenses incidental to the performance of the Service(s), including but not limited to, all taxes required of or imposed upon Consultant and all other of Consultant's costs of doing business. The City agrees to reimburse Consultant only for those reimbursable expenses set forth in the Letter of Engagement for each particular project. Any expenses related to special consulting or technical services (e.g., outside

consultants or technical services) must be pre-approved by the City. When retained directly by the Consultant, with prior approval by the City, Consultant shall bill the City no more than 105% of actual costs of such special consulting or technical services.

ARTICLE 5. CONSULTANT'S OBLIGATIONS

Section 5.01. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION**. Consultant shall not disclose to any unauthorized person any confidential information it may obtain regarding the City or its methods of doing business. All confidential information, whether prepared by Consultant or otherwise coming into its possession, shall remain the exclusive property of the City and shall not be used by Consultant except in the course of the performance of Consultant's Service(s) under this Agreement. Confidential Information shall mean any data and information not previously known to and generated by the Consultant or furnished to the Consultant and marked "CONFIDENTIAL" by the City. Consultant shall have no obligation to maintain confidentiality of information for which it has a legal duty to disclose under statute, state or federal rule, or court order, and assumes no liability for release of such information, but will endeavor to advise City of such legal obligation prior to release.

Section 5.02. **STATE AND FEDERAL TAXES**. As Consultant is not the City's employee, Consultant is responsible for paying all required state and federal taxes. The City will not withhold FICA (Social Security) from Consultant's payments; will not make state or federal unemployment insurance contributions on Consultant's behalf; will not withhold state or federal income tax from payment to Consultant; will not make disability insurance contributions on behalf of Consultant; or will not obtain workers' compensation insurance on behalf of Consultant.

ARTICLE 6. THE CITY'S OBLIGATIONS

Section 6.01. **THE CITY'S COOPERATION**. The City agrees to comply with Consultant's reasonable requests necessary for the performance of the Consultant's Service(s) pursuant to this Agreement.

ARTICLE 7. TERMINATION OF AGREEMENT

Section 7.01. **TERMINATION ON OCCURRENCE OF STATED EVENTS**. The City may terminate this Agreement automatically on the occurrence of any of the following events: (1) failure of Consultant, after notice and a reasonable opportunity to cure, to perform work in a timely fashion; (2) Consultant's bankruptcy or insolvency; or (3) the sale or merger of Consultant's business and/or change in majority ownership. Additionally, this agreement may be terminated by either party upon thirty days written notice without cause. In the event of termination, City shall pay Consultant for all undisputed services rendered prior to termination, and copies of plans, reports, specifications, electronic drawing/data files, field data, notes, and other documents, written, printed or recorded on any medium, finished or unfinished, prepared by the Consultant pursuant to this Agreement and pertaining to any work or projects, subject to provisions of Section 8.10, shall be made available to the City. All provisions of this agreement allocating responsibility or liability between the City and Consultant shall survive the completion of the Service(s) and/or the termination of this Agreement.

Section 7.02. **TERMINATION FOR FAILURE TO MAKE AGREED-UPON PAYMENTS.** Should the City fail to pay Consultant all or any part of the compensation set forth in Article 4 of this Agreement on the date due, the Consultant may stop work or terminate this Agreement if the failure is not remedied by the City within thirty (30) days from the date payment is due.

ARTICLE 8. GENERAL PROVISIONS

Section 8.01. **NOTICES.** Any notices given hereunder by either party to the other shall be in writing and may be effected by personal delivery with signed receipt or by registered or certified mail with postage prepaid and return receipt requested. Mailed notices shall be addressed to the corporate office of the parties appearing in the introductory paragraph of this Agreement. Notices delivered personally or by mail will be deemed communicated as of the date of actual receipt.

Section 8.02. **ASSIGNMENT.** Except for the Consultant's use of necessary outside consultants, the Consultant and the City shall not assign or delegate their respective obligations under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld.

Section 8.03. **ENTIRE AGREEMENT OF THE PARTIES.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for the City and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made, orally or otherwise, by any party, or by anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Section 8.04. **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, to the extent attributable to a negligent or otherwise wrongful 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. Consultant further agrees to indemnify the City for defense costs incurred in defending any claims, unless the City is determined to be at fault.

Section 8.05. **INSURANCE.** Upon receipt from the City of a Letter of Engagement, the Consultant shall in order to protect itself as well as the City under the indemnity provision set forth above, the Consultant shall at all times during the term of the Letter of Engagement keep in force the following minimal insurance protection in the limits specified:

- A. A single limit or combined limit or excess umbrella general liability insurance policy in an amount not less than \$500,000 for property damage arising from one occurrence, \$1,500,000 for total bodily or personal injuries or death and /or damages arising from one occurrence. Such policy shall also include contractual liability coverage by specific endorsement or certificate acknowledging this Agreement between the Consultant and the City.
- B. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering owned, non-owned and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than \$500,000 per accident for property damage, \$1,500,000 for bodily injuries and / or damages to any one person, and \$1,500,000 for total bodily injuries and / or damages arising from any one accident.
- C. A professional liability insurance policy covering personnel of the Consultant while performing Service(s) under this Agreement in the following amounts: Errors and omissions \$500,000 per claim and \$1,500,000 in total.
- D. Workers Compensation Insurance and employer's liability as required by law including all states endorsement in an amount of \$100,000 for each occurrence.
- E. Prior to the effective date of a Letter of Engagement, the Consultant will furnish the City with certificates of insurance as proof of insurance for general Liability and Auto Liability.
- F. Any policy obtained and maintained under this Section 8.05 shall provide that it shall not be cancelled, materially changed, or not renewed without prior notice thereof to the City. The Consultant will endeavor to provide a thirty (30) day advance notice of any such policy revisions.

Section 8.06. **SEVERABILITY**. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to effect and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule, in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.

Section 8.07. **GOVERNING LAW**. All issues concerning this Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Minnesota. Any disputes between City and Consultant shall be negotiated in good faith for 30 days, and unresolved disputes shall be submitted to mediation prior to either party pursuing their rights in a court of competent jurisdiction.

Section 8.08. **AFFIRMATIVE ACTION**. The Consultant shall not discriminate under the contract against any person in accordance with federal, state and local regulations.

The Consultant shall not discriminate in employment practices on the basis of race, color, creed, religion, national origin, sex, age, marital status, public assistance status, veteran status, handicap or disability; that it has agreed to take affirmative action to recruit minorities, women and handicapped persons into its employment.

The Consultant shall furnish documentation that shows they have adopted a written affirmative action policy. If during the term of the Agreement, it is discovered that the Consultant is not in compliance with the applicable regulations as aforesaid, or if the Consultant engages in any discriminatory practices, then the City, through the office, may cancel said Agreement as provided by the cancellation clause of the Agreement.

Section 8.09. **ETHICS**. The Consultant certifies that it does not presently have an interest in real estate, development proposals or have a client with development proposals or real estate interests which are in the City or which will directly benefit or be affected by projects they are assigned to Consultant. Furthermore, the Consultant agrees that it will not acquire interest in any real estate of development proposals, or accept a contract with any client owning real estate or having a development proposal in the City or which will be directly affected or benefited by a project without first notifying and discussing said interest or contract with the City.

The Consultant shall not accept any private client or project which, by nature, places it in ethical conflict during its representation of the City. To remove any potential or actual conflict of interest, the Consultant representing any private party client submitting a project or activity to the City shall not represent or review the project or activity on behalf of the City.

The Consultant shall maintain records that reflect all revenues, costs incurred and services provided in the performance of this Agreement. The Consultant agrees that the City, the State Auditor, or legislative authority, or any of their duly authorized representatives upon reasonable notice during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the Consultant which are relevant to this Agreement.

The Consultant represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Consultant or other persons, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall have no contractual relationship with the City.

Section 8.10. **RIGHT IN WORK PRODUCT**. The work product of Consultant, including data, information, drawings, results, ideas, developments, plans, specifications, reports or inventions, regardless of format or media, which Consultant conceives or reduces to practice during the course of its performance under this Agreement are Instruments of Service (“Instruments of Service”), and Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant). Upon payment of all amounts owed Consultant grants to the City partial ownership and an irrevocable license to use such Instruments of Service as deemed necessary by the City pursuant to this agreement.

Consultant will furnish the City with electronic data versions of all drawings, data files, reports and/or other digital or written documents (“Digital Data”) in a form compatible with the City’s software requirements if requested by the City. Such information will also be provided in hard copy form if requested by the City. In the event of any conflict between hard copy documents and the Digital Data, the hard copy documents shall govern. The Digital Data shall be prepared in a format required by the City for its use. The City understands that the Digital Data is perishable and the City is responsible for maintaining it, and agrees that Consultant is not responsible for use of Digital Data distributed by the City to third parties unless such distribution was a specific part of the Consultant’s Service(s).

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the Consultant’s performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended.

Consultant makes no representation that Instruments of Service provided for any specific project are suitable for reuse, modification or benefit of City or others on extensions of the Project, modifications or any other project. Any reuse or modification of Consultant’s Instruments of Service without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at the City’s sole risk and without liability or legal exposure to Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses, including attorneys’ fees, arising out of any reuse or modification of the Instruments of Service without the participation of the Consultant.

Section 8.11. **HAZARDOUS SUBSTANCE.** The Consultant’s scope of services does not include any Service(s) related to hazardous or toxic materials, including asbestos and PCBs. If it becomes known that such materials may be present at or near a project that may affect the Consultant’s Service(s), the Consultant must immediately inform the City in writing and may suspend performance of its Service(s), without liability, and will assist the City to retain appropriate specialist consultants to adequately identify and abate such materials so that Consultant’s Service(s) may resume.

Section 8.12. **CONSTRUCTION OBSERVATION.** If requested by the City as part of the Letter of Engagement, Consultant shall visit and document the contractor’s work at appropriate intervals during the construction phase, and for such durations as agreed upon in writing, to monitor the progress and quality of the contractor’s work and determine if the work is generally proceeding in accordance with the City’s contract documents. Consultant does not guarantee the performance of, and shall have no responsibility for, the health, safety, means, methods, techniques, acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. If the City desires more extensive observation or a full time onsite representative, the City shall request such Service(s) be provided by consultant as additional services in accordance with the terms of this Agreement. In this instance, the Consultant shall monitor construction of the project pursuant to an amended Letter of Engagement which shall detail the scope and responsibilities of Consultant.

Section 8.13 **OPINIONS OF CONSTRUCTION COST.** Where provided by the Consultant as part of Service(s) or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the Consultant has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the City and the Consultant does not warrant or guarantee the accuracy of construction cost opinions or estimates. The City acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

Section 8.14. **ANNUAL REVIEWS.** The City shall conduct an annual review of the Consultants activities and work product for that year. Such review may be conducted by the City's Public Works Committee, at their regularly scheduled meetings held on the third Tuesday evening of each month. A poor evaluation, which cannot be corrected or is determined by the City to be gross negligence, may be grounds for termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF COON RAPIDS:

CONSULTANT:

By: _____
Tim Howe
Its: Mayor

By: _____
Its: _____

By: _____
Steve Gatlin
Its: City Manager

Approved As To Form

By: _____
David Brodie
Its: City Attorney

CITY OF COON RAPIDS

LETTER OF ENGAGEMENT

Project Name: _____

Project No.: _____

This Letter of Engagement is entered into this ____ day of _____, 20__ by and between the CITY OF COON RAPIDS, 11555 Robinson Drive, Coon Rapids, Minnesota 55433 (the “City”) and

(Name, Address)

(the “Consultant”).

RECITALS

WHEREAS, the City and the Consultant entered into an Engineering Master Consulting Agreement (the “Agreement”) on the ____ day of _____, 20__; and

WHEREAS, this Agreement provides that the City will engage the Consultant from time to time to assist in providing engineering services for projects and studies designated by the City and as described through separate Letters of Engagement; and

WHEREAS, the City wishes to retain Consultant to perform Service(s) to assist with the following described project:

(the “Project); and

WHEREAS, this Letter of Engagement outlines the Service(s) to be performed by the Consultant; the approved cost of the Project; and the Project schedule.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and intending to be legally bound hereby, the City and the Consultant hereby agree as follows:

ARTICLE ONE

SERVICES TO BE PERFORMED BY THE CONSULTANT

The City hereby retains Consultant for the purposes of advising and consulting the City for the services described on Exhibit A attached hereto and made a part hereof.

**ARTICLE TWO
SCHEDULE OF PERFORMANCE**

The Consultant shall perform the services for the Project on the basis of the schedule attached hereto as Exhibit B and made a part hereof by reference. The schedule may be adjusted by mutual consent as the Service(s) proceed. The term limits established by the schedule and approved by the City shall not be exceeded by the Consultant or the City, except for a reasonable cause agreed to by the City.

**ARTICLE THREE
CONSULTANT'S COMPENSATION**

The City shall pay the Consultant for services furnished and the Consultant shall accept as full payment the sums described on Exhibit C attached hereto and made a part hereof.

**ARTICLE FOUR
CAPITALIZED TERMS**

Capitalized terms not otherwise defined herein have the meaning given them in this Agreement.

Subject to the terms and conditions of this Engagement Letter, all of the terms and conditions of the Engineering Master Consulting Agreement dated the ____ day of _____, 20__ will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Engagement Letter as of the date first above written.

CONSULTANT

CITY OF COON RAPIDS

By: _____
Its: Mayor

By: _____

By: _____
Its: City Manager

Its: _____

Recommended:

By: _____
Its: Public Works Director

Approved as to Form:

By: _____
Its: City Attorney

EXHIBIT A

SERVICES TO BE PERFORMED BY CONSULTANT

- Preliminary Engineering Reports
- Application for and pursuant to various funding programs
- Environmental Worksheets
- Design, Construction and Legal Boundary Surveys
- Detailed Design and Plan Preparation
- Technical Specifications
- Estimates and Construction Contract Documents
- Comparative Bids Solicitation and Evaluation
- Construction Engineering and Observation Services
- Contract Management
- Preparation of Record Plans and Final Contract Compliance Reports
- _____
- _____
- _____
- _____
- _____

EXHIBIT B

PROJECT SCHEDULE

Item	Date
Council awards consultant contract and orders preliminary report	
Submit draft preliminary report to City for review and comment	
Receive draft preliminary report comments from City	
Council approves preliminary report, sets public hearing date, and sends notices to newspapers to publish	
Council holds public improvement hearing, orders project, and authorizes preparation of plans and specifications	
Submit draft plans with Engineer's estimate to City for review and comment	
Council approves plans and specifications, sets bid date and assessment hearing date	
Receive draft plan comments from City	
First advertisement for bid	
Final plans and specs to Contractors	
Bid opening	
Send assessment hearing notice to newspaper to publish, and send notice to affected property owners	
Assessment hearing	
Construction commences	
Construction ends	

EXHIBIT C

CONSULTANT’S COMPENSATION FOR PROJECT

Item	Amount	Reimbursable Expenses
Preliminary Report		
Preparation of contract documents and construction plans		
Preliminary Survey		
Design		
Construction Staking		
Construction Services		
Final Inspection		
Record Drawings		
Special Services		
Total Project Costs		

The above sums for services shall be Hourly Not to Exceed, subject only to adjustments for a change in scope of services performed, agreed upon in writing by the City and the Consultant.



City Council Regular

5.

Meeting Date: 11/19/2013
Subject: Consider Contract for Electrical Inspection Services
From: Greg Brady, Chief Building Official

INTRODUCTION

Recent construction activity has resulted in longer than expected wait times for electrical inspection requests. At times customers have experienced wait times for inspections of three to four days, which is not an acceptable level of service. Entering into a contract for additional electrical inspections will help the City keep pace with demand during peak periods.

DISCUSSION

Over the past nine weeks the construction activity has increased substantially at both Mercy Hospital and the new office building across the street. This situation has created high demand for both plan reviews and inspections in a short time frame as the work moves forward. When we respond to the demands of such large projects, we naturally become backlogged in other areas. Typically we are able to flex inspectors specialized in one discipline to inspect work of another discipline. For example, the plumbing inspector is able to inspecting framing or roofing. However, statute dictates that only master or journeyman electricians can complete electrical inspections. This means the City cannot use inspectors from other disciplines to inspect electrical work. Subsequently, if the electrical inspector has a planned vacation, or falls ill, the City is unable to complete electrical inspections in his or her absence.

This issue was anticipated when the staff electrical inspector position was approved. A solution is to enter into a contract with a qualified electrical inspector to cover spikes in additional workload and absences as the need arises.

An RFP was sent to five parties on the State's list of qualified electrical inspectors who currently perform electrical inspections in the northern metro area. Based on the response to the RFP and an interview, we have selected a qualified individual who currently does inspections for the City of Ramsey. We believe he will fit well into Coon Rapids' operations. The contract inspector will increase flexibility and help to provide better service during peak construction periods or when staff is unavailable. The contract period will be for one year and may be renewed annually.

RECOMMENDATION

Approve the Professional Services Contract for additional electrical inspections as allowed under Minnesota Statutes Section 326B.26.

BUDGET IMPACT:

The cost of each inspection done under the contract is thirty-five dollars, and will be funded from permit fees. The City would continue to set the time, schedule and record the inspection results in line with current procedures. The contract electrical inspector will pick up the schedule, conduct the inspections, and return the results to the City. The department will monitor the number of inspections to ensure the contract costs do not exceed permit revenues. A 1099 would need to be sent to the inspector at year's end for tax purposes.

Attachments

Contract Electrical

**PROFESSIONAL SERVICES CONTRACT
FOR ELECTRICAL INSPECTION SERVICES**

THIS AGREEMENT, entered into this 19th day of November, 2013, by and between Peter A. Tokle of Tokle Inspections Incorporated, herein referred to as “Contractor”, and the City of Coon Rapids, a Minnesota municipal corporation, hereinafter referred to as “City”;

WITNESSETH:

WHEREAS, the City requires the services of a professional electrical inspector to administer the provisions of City Code Chapter 12-700 and the laws and rules regulating the licensing of electricians and inspections of electrical installations in the State of Minnesota.

WHEREAS, Contractor is a qualified State of Minnesota electrical inspector who is properly licensed, and is willing and able to perform such services;

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the mutual covenants of the parties contained herein, and other good and valuable consideration, the parties hereby agree as follow:

1. Services Performed. Contractor will perform the services of electrical inspector pursuant to the terms of Chapter 12-700 and in compliance with all laws, rules and regulations related to electrical installations and services.

a. Electrical inspection services shall be available to City, at the direction of the Building Official, on an “on-call” basis at all hours City offices are generally open to the public. Contractor shall provide City with information necessary to allow for immediate contact with Contractor when electrical inspection services are required.

b. Electrical inspection services shall include, but may not be limited to, providing required on-site inspection services related to permits, retaining all pertinent records and copies of permits and correspondence related to each permit in a manner consistent with a professional inspector and make those records available to City upon request, and code review of electrical plans for sites and buildings prior to construction.

c. Contractor will have office hours available upon request of the City during normal business hours at which time property owners and staff may consult with Contractor and coordinate work and inspections with the City Building Official.

d. Contractor will provide regular and/or annual reports as required by City, including fully detailed written reports documenting all inspections performed by Contractor.

e. Contractor's inspections and inspection reports shall be made, as nearly as possible, within one business day of City requesting the inspection and/or report.

2. Independent Contractor. Contractor's services shall be performed as an independent contractor. Nothing contained in this agreement or in the scope of Contractor's services shall be construed to create an employer/employee relationship between City and Contractor.

a. Contractor will not receive benefits generally available to City employees nor any rights afforded City employees pursuant to any employee handbook or personnel policies. Contractor is not entitled to any benefits related to unemployment compensation or public employee retirement as a result of this Agreement.

b. Contractor will provide at his/her sole expense all tools, equipment, office space and transportation necessary to perform the services required pursuant to this agreement and City Code Chapter 12-700.

c. Contractor may perform inspection services for other entities and engage in other business activities so long as other work does not conflict with performance of electrical inspection services required pursuant to this agreement.

d. Contractor shall, at his/her sole expense, provide any workers' compensation insurance coverage to the extent required by law.

e. Permits and Compensation: Contractor will be paid \$35.00 per inspection. Contractor will bill the City \$70.00 per hour for plan review and other consultation services. Contractor will invoice the City on a monthly basis and City will pay Contractor's invoices within 30 days or as soon thereafter as reasonably possible.

3. Indemnification. Contractor will indemnify and hold City, its officers, agents and Employees harmless against and from any and all claims or damages, including reasonable attorney fees, by or on behalf of any person or persons from personal injuries, wrongful death, loss of use and property damage arising out of his/her performance under the terms of this Agreement and the duties prescribed by City code. City, on its behalf, may assert any governmental immunities or tort liability caps that may exist.

4. Insurance. Contractor will maintain at his/her sole expense liability insurance

covering the Contractor's negligent acts or omissions occurring during the performance of Contractor's duties pursuant to this Agreement.

a. City shall be named as an additional insured and a certificate of insurance shall be provided to the City on an annual basis. Contractor's insurance shall contain a clause that it cannot be canceled without 30 day's written notice to City prior to cancellation.

b. Contractor's insurance shall be in the amount of \$1,000,000 each negligent act, error or omission and \$1,000,000 aggregate or higher amount as may be required by law or required as a professional electrical inspector.

c. Contractor shall maintain at all times motor vehicle liability insurance as required by law and any other professional liability insurance as may be required for continuing licensure that may be required of Contractor's trade.

d. At any time during the term of this agreement, City may require Contractor to provide proof of insurance in a form satisfactory to City. If in City's opinion the required insurance is not being maintained, City may immediately terminate this agreement by written notice without liability whatsoever to Contractor.

e. In addition to all coverage, the Contractor shall procure and maintain an Umbrella or Excess liability policy in a minimum limit of 1,000,000.

5. Breach by Contractor. Upon the failure of Contractor to satisfactorily perform the services contemplated pursuant to the terms of this agreement the City may immediately terminate this agreement by written notice to Contractor.

6. Term. This agreement shall be in effect from November 20, 2013 to December 31, 2014.

a. First Renewal Period. This agreement shall automatically renew upon the same terms and conditions for an additional year (January 1, 2015 to December 31, 2015) unless either party gives written notice of termination at least 30 days prior to the expiration date.

b. Second Renewal Period. This agreement shall automatically renew upon the same terms and conditions for an additional year (January 1, 2016 to December 31, 2016) unless either party gives written notice of termination at least 30 days prior to the expiration date.

c. This agreement may be terminated by Contractor at any time for any reason, or for no reason, on 60 days written notice.

d. This agreement may be terminated by City at any time for any reason, or for no reason, on 30 days written notice.

7. Notices. Any notices required by this Agreement shall be sent as follows:

TO CITY:

TO CONTRACTOR:

Building Official
City of Coon Rapids
11155 Robinson Drive
Coon Rapids, MN 55433

8. Effect. If any provision of this agreement shall be declared invalid or unenforceable, the remainder hereof shall continue in full force and effect.

9. No Assignment. This agreement and the duties and rights secured hereby shall not be assigned or transferred to any other person, entity, or party for any reason by Contractor. The death, incapacitation or termination of either party shall act as an automatic termination of this agreement without liability whatsoever to the other party.

10. Data Practices Requests. Contractor shall comply, to the extent required, with the Minnesota Data Practices Act. Contractor will immediately notify the City if Contractor receives a request for information. The City will cooperate with the Contractor in determining an appropriate response to the request for information.

11. Entire Agreement. This agreement contains the entire understanding and contract of the parties. No modification, either oral or written, may be made without the formal approval the City Council.

12. Code of Conduct. Contractor shall at all times while performing duties under this agreement maintain a professional appearance and demeanor and shall treat all members of the public with due respect. Contractor shall not take any action, nor communicate with others in a manner that will project a negative image of City or its employees.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have signed below as their free, voluntary and knowing act on the date written above.

CITY OF COON RAPIDS

CONTRACTOR

Tim Howe, Mayor

Its: _____

Steve Gatlin, City Manager



City Council Regular

6.

Meeting Date: 11/19/2013

Subject: Corporate Officer Change - Davanni's Pizza and Hot Hoagies 3430 - 129th Ave NW

From: Vincent Vu, Management
Analyst/Deputy Clerk

INTRODUCTION

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

DISCUSSION

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

RECOMMENDATION

This is provided for information only.

Attachments

Davanni's Ownership/Officer Change Letter

Ownership/Officer Changes

Current Owners:

Gladstone McKinley Stenson, 50% of shares - no changes to address or phone

Kristina Stenson Silva, 25% of shares,

Katherine Jane Stenson, 25% of shares,

Remove Robert William Carlson Jr - he no longer has ownership.

Officer Change:

Robert John Stupka Jr, President,

Remove Gladstone Stenson as president. He is CEO and Chairman of the Board.



City Council Regular

7.

Meeting Date: 11/19/2013

Subject: Connexus Energy Franchise Agreement

From: David Brodie, City Attorney

INTRODUCTION

City Council is asked to adopt the ordinance which contemplates the City and Connexus Energy entering into a 20 year franchise agreement.

DISCUSSION

Connexus Energy, formally Anoka Cooperative Electric Association, was established in 1937 and has served portions of Coon Rapids since it was established. Staff and Connexus Energy have recently discovered that for unknown reasons, City and Connexus have not previously entered into a franchise agreement. The City does have franchise agreements with the two other utilities in the City, Xcel Energy and Centerpoint. Connexus has been paying the franchise fee established under 2-700 of the City's Charter which is currently set at 4% of its gross operating revenues. Both the City and Connexus believe it's in the best interest of the parties to enter into an agreement to continue allowing Connexus to operate an electric energy franchise in the City. Both staff and Connexus Energy desire to maintain their good relationship by formalizing their arrangement into a twenty year franchise agreement. Franchises are granted in the form of an ordinance. The proposed Franchise Agreement allows the City to continue to collect a franchise fee in the same manner and amount that previously had been established. The Franchise Agreement confirms Connexus' right to operate in the City and use of the City's right of ways for that purpose. The proposed Franchise Agreement also makes specific reference to the City's Right of Way (ROW) ordinance to cover not only Connexus' right to utilize public right of ways but its responsibilities within those right of ways as well. The proposed Franchise Agreement is materially similar to the Xcel Energy agreement that was adopted in October of 2011.

Chapter 1-1000 requires a public hearing to be held before a franchise ordinance is adopted.

RECOMMENDATION

- a. Hold a public hearing.
- b. Adopt ordinance granting a utility franchise to Connexus Energy.

Attachments

Ordinance

Ordinance Correction

ORDINANCE NO. 2111
**AN ORDINANCE GRANTING TO CONNEXUS ENERGY, A MINNESOTA
COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT,
OPERATE, REPAIR AND MAINTAIN IN THE CITY OF COON RAPIDS,
MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION
LINES, INCLUDING NECESSARY POLES, LINES FIXTURES AND
APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE
CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS
AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES
NEW CHAPTER 13-1500**

The City of Coon Rapids hereby ordains:

13-1501 For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

- (1) City. The City of Coon Rapids, County of Anoka, State of Minnesota.
- (2) City Utility System. Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.
- (3) Company. Connexus Energy, a Minnesota cooperative, its successors and assigns.
- (4) Electric Facilities. Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public use.
- (5) Notice. A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the Chief Executive Office, Connexus Energy, 14601 Ramsey Boulevard NW, Ramsey, MN 55303-6024. Notice to the City shall be mailed to the City Manager, City Hall, 11155 Robinson Drive, Coon Rapids, MN 55433. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.
- (6) Non-Betterment Costs. Costs incurred by Company from relocation, removal, or rearrangement of Electric Facilities that do not result in an improvement to the Electric Facilities.
- (7) Public Ground. Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.
- (8) Public Way. Any street, alley, walkway or other public right-of-way within the City.

13-1502 Adoption of Franchise.

(1) Grant of Franchise. City hereby grants Company, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance, including Coon Rapids Revised City Code 1982, Chapter 10-200, Right-of-Way Management and to the further provisions of this franchise agreement.

(2) **Effective Date. Written Acceptance.** This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City, by Council resolution, may repeal this franchise agreement or seek its enforcement in a court of competent jurisdiction if Company does not file a written acceptance with the City within 90 days after publication.

(3) **Service and Rates.** The service to be provided and the rates to be charged by Company for electric service in City are subject to the governance of the Company's board of directors.. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

(4) **Publication Expense.** The expense of publication of this Ordinance shall be paid by Company.

(5) **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used, or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

13-1503 Location, Other Regulations.

(1) **Location of Facilities.** Electric Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System previously installed therein. Electric Facilities may be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Electric Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations including Chapter 10-200, Right-of-Way Management of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Electric Facilities in place, provided at the City's request, Company will remove abandoned metal or concrete encased conduit interfering with a City improvement project, but only to the extent such conduit is uncovered by excavation as part of the City improvement project.

(2) **Field Locations.** Company shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

(3) **Street Openings.** Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

(4) **Restoration.** Restoration of the Public Way shall be subject to Chapter 10-200 Right-of-Way Management and made in accordance with Minnesota Rule 7819.1100. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall

restore the same, including paving and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for two years thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way

(5) Avoid Damage to Electric Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

(6) Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Electric Facilities.

(7) Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities upon terms and conditions acceptable to Company whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by Company because of such use by City.

13-1504 Relocations.

(1) Relocation of Electric Facilities in Public Ways. Relocation of Electric Facilities in Public Ways shall be subject to Chapter 10-200, Right-of-Way Management. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 13-1504(3), Company shall relocate its Electric Facilities at its own expense. Pursuant to the provisions in Section 13-1507, the City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within five years of a prior relocation of the same Electric Facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense

its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

(2) Relocation of Electric Facilities in Public Ground. City may require Company, at Company's expense, to relocate or remove its Electric Facilities from Public Ground upon a finding by City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City.

(3) Projects with Federal Funding. City shall not order Company to remove or relocate its Electric Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Company Electric Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

(4) No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

13-1505 Tree Trimming. Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

13-1506 Indemnification.

(1) Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence or failure to act. The City shall not be indemnified if the injury or damage results from the performance in a proper manner, of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

(2) Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in

defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

13-1507 Vacation of Public Ways. The City shall give Company at least four weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

13-1508 Change in Form of Government. Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

13-1509 Franchise Fee.

(1) Fee Schedule. During the term of the franchise hereby granted, and in lieu of any permit or other fees being imposed on Company, the City may impose on Company a franchise fee of not more than 5% of Company's gross operating revenues as hereinafter defined. The terms "gross operating revenues" means all sums, excluding said surcharged, received by the Company from the sale of electricity within the corporate limits of the City, provided that it shall be excluded from the computation of gross earnings all sums received by the Company for electricity under its rate schedules for highway lighting, municipal street lighting, municipal water pumping, municipal fire sirens, and for municipal sewage disposal services.

(2) Separate Ordinance. The current franchise fee has been imposed by a separate ordinance duly adopted by the City Council. Any modification of the franchise fee shall be by a separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least 60 days after written notice enclosing such proposed ordinance has been served upon Company by certified mail. The fee shall not become effective until the beginning of a Company billing month at least 60 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Section 13-1502(5) shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. No action by the City to implement a separate ordinance will commence until this Ordinance is effective. A separate ordinance which imposes a lesser franchise fee on the residential class of customers than the maximum amount set forth in Section 13-1509(1) above shall not be effective against Company unless the fee imposed on each other customer classification is reduced proportionately in the same or greater amount per class as the reduction represented by the lesser fee on the residential class.

(3) Collection of the Fee. The franchise fee shall be payable monthly and shall be based on the gross revenues of the Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee in all customer billings for electric service. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for

electric service in excess of the amounts specifically permitted by this Section 13-1509. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers. In addition, the Company agrees to provide at the time of each payment a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.

(4) **Equivalent Fee Requirement.** The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The "same or greater equivalent amount" shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. The franchise fee or tax shall be applicable to energy sales for any energy use related to heating, cooling or lighting, or to run machinery and appliances, but shall not apply to energy sales for the purpose of providing fuel for vehicles. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this Section, the foregoing conditions will be waived to the extent of such written consent.

13-1510 Provisions of Ordinance.

(1) **Severability.** Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

(2) **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between the City and Company as the only parties, and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

13-1511 Amendment Procedure. Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

13-1512 Previous Franchises Superseded. This franchise supersedes any previous electric franchise granted to Company or its predecessor.

Section 1. The effective date of this ordinance will be December 7, 2013.

Introduced this 15th day of October, 2013.

Adopted this 19th day of November, 2013.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

January 2, 2014

As discussed, Connexus advised us upon receipt of the Franchise Agreement that there were a few discrepancies between the Agreement and what Connexus and the City had agreed to. In reviewing the matter, it was discovered that the correct Franchise Agreement/Ordinance was attached to the October 15, 2013 agenda for introduction by the City Council. However, when the matter was put on November 19th agenda for adoption a different incorrect version of the Agreement/Ordinance was attached to the agenda. Given that there were no changes to the Agreement/Ordinance after its introduction, the Council clearly intended to adopt the original/correct Agreement/Ordinance. In addition the error was clerical in nature and the differences between the documents were not material. For those reasons, the City Clerk and City Attorney believe the ordinance can be corrected administratively. The correct version has been attached to the agenda item and is correct in the permanent record

David J. Brodie
City Attorney
City of Coon Rapids
11155 Robinson Drive N.W.
Coon Rapids, MN 55433-3761
763.767.6495
763.767.6531



City Council Regular

8.

Meeting Date: 11/19/2013

Subject: 2014 Fee Revisions

Submitted For: Kevin Vouk, Manager of Accounting/Treasurer

From: Dianne Nelson, Advanced Accounting Technician

INTRODUCTION

On November 6th, the attached ordinances amending certain sections of the City Code and adjusting certain fees and building inspection fees were introduced and are now being presented for adoption along with resolutions which include fees not set by ordinance. Rates for the ice arena, golf course and utility funds are set by separate City Council action throughout the year.

DISCUSSION

Ordinances Amending the City Code for Non-Domestic Animals and Dog Control

- In reviewing the City Code, staff discovered there was no permit fee or investigation fee established for the non-domestic animal permit. Staff is asking that Council amend Section 6-506 to establish those fees by ordinance.
- Beginning January 1, 2014, staff will be utilizing online license renewal software, which will be used for dog licensing as well. Amending the license period from two years to one year will help ensure compliance with both licensing and current rabies vaccination because renewal notices can now be sent to dog owners. Since there has not been an increase in this fee since 2000 and the City is now going to provide license renewal notices, the staff is recommending the fee be \$10 annually instead of bi-annually. This fee is included in attached Resolution 13-97.

Ordinance Adjusting Certain Fees (see reference number in ordinance)

The fees for 2014 have been adjusted by the 2013 annual adjustment of 1.75% with exceptions noted below. A request for a rate change is made only if the adjustment is enough for the fee to be rounded to the next significant dollar amount. Items to note are as follows:

1. *Fees set by State Statute.* Certain fees under Section 5-209 (alcoholic beverages) and the gambling investigation fee under Section 5-2008 of the City Code are set by Minnesota Statutes and did not change for 2014.

2. *On-sale liquor license.* The on-sale liquor license was compared to the amount charged by other cities. Based on this review, staff determined that it should remain at the current rate of \$9,350 for 2014.

3. *Property Monitoring Fees.* A property monitoring fee was approved by the City Council in 2006. The 2007 fees were set at \$600 per year for residential property and \$1,000 per year for commercial property to cover related costs. Staff recommends no change for 2014.

4. *Transaction Fees.* The Automated Property System (APD) transaction fees charged to the city by the City of Minneapolis increased \$0.30/transaction in 2013. It is proposed that this increase be passed onto the users resulting in transaction rates for pawnshops, secondhand/antique, and precious metals dealers increasing from \$1.50 to \$1.80

for modem reporting and \$2.50 to \$2.80 for manual reporting.

5. *Peddler Licenses*. There has been no change to the peddler license fee since prior to 2006. It is proposed that the daily rate be increased from \$10 to \$15, the weekly rate from \$30 to \$40, and the monthly rate from \$60 to \$75.

6. In certain cases there may be no change in the fee due to rounding. For example, the liquor manager investigation fee which is rounded to the nearest \$5 had a calculated base amount of \$118.84 in 2013 and was rounded to \$120. For 2014, the calculated base increased to \$120.92, which rounded to the nearest \$5 leaves the fee at \$120.

7. Staff recommends that certain other fees not be increased for 2014 if they are adequate to cover current costs, are seldom used and therefore difficult to establish a cost basis, and/or are comparable to rates charged by other cities.

Ordinance Adjusting Building Inspection Fees

Staff is recommending the following changes to the building inspections fee schedule for 2014:

- A permit investigation fee of 25% of the amount of the permit up to a maximum of \$500 is proposed for cases where it is found that a permit was not obtained for work being done.
- A flat fee of \$45 for the inspection of irrigation backflow prevention devices is proposed instead of basing the fee on value since the same inspection is required regardless of the value of the system.
- The minimum fee charged for all fees calculated using table A-2014 will be \$45. Previously the minimums ranged for \$15 to \$40. This will cover the minimum costs incurred to do an on-site inspection and make it consistent between various types of permits that use table A-2014.

The ordinance that is proposed for adoption had a change in the Siding Replacement section that was introduced on November 6th. The title was changed to "Equipment and Devices Related to Siding Replacement" to clarify its intent and the amount was changed from \$45 per unit to \$35 per unit.

Other sections and amounts of the inspection fee ordinance will be unchanged for 2014.

Resolution 13-97 Establishing Certain Fees and Charges

Items not increased by the annual adjustment are as follows:

Fees set by State Statute. These include the returned check charge, day care inspection fee and document charges. The State did not change these fees for 2014.

Water Meters. The City purchases water meters and sells them to contractors for installation in new construction. The rate consists of our cost and a markup of 33% to cover handling and future replacements since there is no charge for the replacement of water meters. Many of these rates have decreased since there will be no sales tax in our cost beginning in 2014 due to a change in the State sales tax law.

Planning and Inspection Letter. This fee for the Community Development Department is being increased from \$60 to \$70 to offset costs actually incurred.

Amounts unchanged for 2014. Parking, recreational fire violation, and fire code violation fines along with rental licensing fees and kennel/multiple pet permits are unchanged for 2014. Other fees may not have changed due to rounding.

Resolution 13-98 Establishing Certain Fees and Charges for CTN Studios

There were several changes to the CTN fee schedule: the rate for the HPX 500 field camera was increased from \$450/day to \$500/day, two other field cameras were replaced with upgraded models at \$255/day compared to \$250 and \$100 for the old cameras, a Sony ECM microphone was added to the list at \$10/day, the HD truck rate was

increased from \$5,600 to \$5,800 per day, and the prices for DVDs and Blu-ray copies were decreased \$5 each to bring them in line with neighboring communities. All other CTN fees will remain the same for 2014.

Resolution 13-99 Establishing Sewer Availability Charges (SAC)

Metropolitan Council Environmental Services (MCES) has notified the City that the basic SAC charge will be increased \$50 or 2.0%. SAC charges are collected by the City and remitted to MCES for all new or expanding sewer system users. The funds are used by MCES to retire debt incurred to build and expand the metro sewer system. Resolution 13-99 provides for the increase, changing the single family SAC from \$2,510 to \$2,585 which includes \$100 (previously \$75) that the City retains to cover monitoring of property usage required by MCES.

Resolution 13-100 Establishing Certain Fees and Charges for Use of Ice Center Facilities

The Ice Center room rental rates were set in December 2011 as part of the Ice Center Use Policy. They are now being presented formally as a resolution which is structured the same as the park facilities fees to provide consistency in the way fees are charged. There are no proposed changes to the rates.

Resolution 13-101 Establishing Certain Fees and Charges for Use of City Park Facilities

Changes to the park facilities fee schedule include: the fee for use of the kitchen at Riverwind changed from \$12 for residents and \$15 for non-residents to \$25 for both, a fee was added for the rental of the warming houses at Wintercrest, Thorpe, Sand Creek and Riverview parks in the same amount as the existing fees for the shelters at Lions Coon Creek Park, and the rental fee for the Sand Creek concession stand was removed since this is not rented out.

Resolution 13-102 Establishing Certain Fees and Charges for Adult Softball Leagues

No changes are proposed for the adult softball leagues for 2014.

RECOMMENDATION

- a. Conduct public hearing regarding the fee increase for 3.2 malt liquor licenses.
- b. Adopt an Ordinance to Amend the City Code for Non-Domestic Animals effective January 1, 2014.
- c. Adopt an Ordinance to Amend the City Code for Dog Control effective January 1, 2014.
- d. Adopt an Ordinance Adjusting Certain Fees effective January 1, 2014.
- e. Adopt an Ordinance Adjusting Building Inspection Fees effective January 1, 2014.
- f. Adopt Resolution 13-97 Establishing Certain Fees and Charges effective January 1, 2014.
- g. Adopt Resolution 13-98 Establishing Certain Fees and Charges for Use of CTN Studio Facilities effective January 1, 2014.
- h. Adopt Resolution 13-99 Revising Sewer Availability Charges (SAC) effective January 1, 2014.
- i. Adopt Resolution 13-100 Establishing Certain Fees and Charges for Use of Ice Center Facilities effective January 1, 2014.
- j. Adopt Resolution 13-101 Establishing Certain Fees and Charges for Use of City Park Facilities effective January 1, 2014.
- k. Adopt Resolution 13-102 Establishing Certain Fees and Charges for Adult Softball Leagues effective January 1, 2014.

Attachments

Non-Domestic Animal

Ordinance Dog Control

Fee Ordinance

Building Fees

Res 13-97

Res 13-98

Res 13-99

Res 13-100

Res 13-101

Res 13-102

ORDINANCE NO.

**AN ORDINANCE REVISING NON-DOMESTIC ANIMALS
AND THEREBY AMENDING REVISED
CITY CODE - 1982 SECTION 6-506**

The City of Coon Rapids does ordain:

Section 1. Revised City Code - 1982 Section 6-506, Non-Domestic Animals is hereby amended as follows: (deletions in brackets, additions double underlined)

6-506 Permits. The City Council may grant permits for the keeping of non-domestic animals for use in connection with an exhibition or show only, or by persons keeping animals for a public zoo as volunteers, docents, or otherwise, for a maximum of 30 days provided that the Council finds that such animals are not likely to be dangerous, that they will be kept in safe and sanitary surroundings, that they will not be maintained in an inhumane manner or be subjected to any inhumane treatment, and that their presence on the premises will not be a source of nuisance or annoyance to the occupants of adjacent property. In granting such permit, the Council may impose limitations on the permit to ensure that such animals will be kept under such conditions. It will be unlawful for the permit holder to keep such animals in violation of the limitations imposed by the City Council. Any such permit shall be subject to immediate suspension by the Animal Control Officer if the officer determines that the animals are being kept in a manner which violates the terms of the permit. Such suspension shall remain in effect until the matter is heard before the City Council not less than 10 days or more than 20 days after the suspension. At such meeting the City Council may revoke such permit or may reinstate the same subject to such limitations as the Council shall deem necessary. Applications for permits shall be in a form provided by the City Clerk. The permit fee and investigation fee shall be established by ordinance. The investigation fee is non-refundable.

Introduced this 6th day of November, 2013.

Adopted this 19th day of November, 2013.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

ORDINANCE NO.

**AN ORDINANCE REVISING DOG CONTROL
AND THEREBY AMENDING REVISED
CITY CODE - 1982 SECTION 6-104**

The City of Coon Rapids does ordain:

Section 1. Revised City Code - 1982 Section 6-104, Dog Control is hereby amended as follows: (deletions in brackets, additions double underlined)

6-104 Licensing.

(1) All dogs kept, harbored, or maintained in the City of Coon Rapids must be licensed and registered. Applications for licenses must be made to the City Clerk upon forms provided by the Clerk. The application will require the owner, among other information required by the City Clerk, to supply the name, age, predominant breed, sex, color and markings of each dog sought to be licensed. In addition, when the applicant or owner has been convicted of violation of Section 6-120 relative to the dog sought to be licensed, the application will require proof of public liability insurance as set forth in that section. Upon submission of the application and a certificate evidencing compliance with the terms and provisions of City Code Section 6-115, relating to vaccination for rabies, and upon payment of a license fee, the City Clerk will issue a license, which license will be effective until the ~~[next]~~ 31st day of December ~~[of an even numbered year.]~~ Licenses issued after January 1, 2014, will be effective for one year and renewed annually.

(2) A certified service dog that aids a person who is totally or partially blind or deaf, or who has physical or sensory disabilities, will be issued a dog license at no charge following receipt of the completed license application and proof the dog is certified as a service dog and has received a current rabies vaccination.[Revised 10/5/10, Ordinance 2046]

(3) The fee for a dog license will be established from time to time by resolution of the City Council.[Revised 10/5/10, Ordinance 2046]

Introduced this 6th day of November, 2013.

Adopted this 19th day of November, 2013.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

ORDINANCE NO.

AN ORDINANCE TO REVISE CERTAIN LICENSE FEES, SERVICE FEES AND RELATED CHARGES AND ESTABLISHING AN EFFECTIVE DATE THEREFOR

The City of Coon Rapids does ordain:

Section 1. The following fees are hereby established for the licenses and permits in Title

5 of Revised City Code - 1982:

<u>Description</u>	<u>2013 fees</u>	<u>2014 fees</u>	<u>Section City Code</u>	<u>For ref. only see memo</u>
Off-sale 3.2 Malt Liquor	\$140	\$145	5-209	
On-sale 3.2 Malt Liquor	\$660	\$675	5-209	
Temporary 3.2 Malt Liquor, On-sale (per day)	\$30	\$30	5-209	7
Temporary On-sale Liquor License (per 4 hour event)	\$30	\$30	5-209	7
Tavern License (including public dancing)	\$570	\$580	5-209	
Bottle Clubs (including public dancing)	\$300	\$300	5-209	1
Public Drinking Place	\$570	\$580	5-209	
Intoxicating liquor, clubs, as defined in Minnesota Statutes Section 340A.101, Subd.7:				
(a) Clubs with membership of 200 or less	\$300	\$300	5-209	1
(b) Clubs with membership of 201 to 500 members	\$500	\$500	5-209	1
(c) Clubs with membership of 501 to 1,000 members	\$650	\$650	5-209	1
(d) Clubs with 1,001 and 2,000 members	\$800	\$800	5-209	1
(e) Clubs with 2,001 and 4,000 members	\$1,000	\$1,000	5-209	1
(f) Clubs with 4,001 and 6,000 members	\$2,000	\$2,000	5-209	1
(g) Clubs with 6,001 members or more	\$3,000	\$3,000	5-209	1
Off-Sale Intoxicating Liquor License	\$300	\$300	5-209	1
On-Sale Intoxicating Liquor License	\$9,350	\$9,350	5-209	2
Sunday sales	\$200	\$200	5-209	1
On-Sale Wine License				
(a) for seating capacity of at least 35 but no more than 99	\$1,000	\$1,000	5-209	1
(b) for seating capacity of 100 or more	\$2,000	\$2,000	5-209	1
On-Sale establishments open after 1:00 AM	\$300	\$300	5-209	1
Liquor Licensing Investigation Fee	\$475	\$480	5-211	
Liquor Manager Investigation Fee	\$120	\$120	5-211	6
Amusement Center License	\$435	\$445	5-305	
Archery Club License	\$70	\$75	5-405	
Bowling License	\$60	\$65	5-604	
Carnival License for 0-5 Ride	\$290	\$300	5-704	
Carnival License - Additional Ride	\$35	\$35	5-704	6
Circus License	\$365	\$370	5-704	

<u>Description</u>	<u>2013 fees</u>	<u>2014 fees</u>	<u>City Code</u> <u>Section</u>	<u>For</u> <u>ref.only</u> <u>see memo</u>
Circus License-Additional Day	\$41	\$42	5-704	
Christmas Tree Sales License	\$76	\$77	5-804	
Tobacco License	\$170	\$175	5-905	
Tobacco License Investigation Fee	\$120	\$125	5-905	
Dancing Permit - annual	\$145	\$145	5-1004	6
Dancing Permit - per event	\$30	\$30	5-1004	6
Gun Club License	\$70	\$75	5-1105	
Parade Permit	\$25	\$25	5-1204	7
Taxi License - vehicle	\$41	\$42	5-1308	
Taxi License - driver	\$27	\$28	5-1308	
Taxi License Investigation	\$30	\$30	5-1308	6
Theatre - 1st screen	\$315	\$320	5-1406	
Theatre - additional screens	\$45	\$46	5-1406	
Peddler License - Fireworks/All Other per day	\$60/10	\$60/15	5-1507	5
Peddler License - Fireworks/All Other per week	\$150/30	\$150/40	5-1507	5
Peddler License - Fireworks/All Other per month	\$300/60	\$300/75	5-1507	5
Peddler License - All Other for 6 months	\$300	\$300	5-1507	7
Peddler License Investigation Fee – each applicant	\$25	\$25	5-1507	7
Tree Trimmer License	\$65	\$66	5-1607	
Massage Parlor Business License	\$4,500	\$4,580	5-1811	
Masseur/Masseuse License	\$160	\$165	5-1811	
Massage Parlor Investigation Fee	\$2,250	\$2,290	5-1811	
Masseur License Investigation Fee	\$390	\$400	5-1811	
Conversation Parlor License	\$3,570	\$3,630	5-1905	
Gambling Investigation Fee	\$250	\$250	5-2008	1
Adult Oriented Business - Annual License	\$6,900	\$7,050	5-2209	
Adult Oriented Business - Investigation Fee	\$2,070	\$2,110	5-2209	
Adult Oriented Business per 5-2202(17) - Annual License	\$165	\$170	5-2209	
Adult Oriented Business per 5-2202(17) - Investigation Fee	\$455	\$465	5-2209	
Fireworks Display Permit	\$100	\$100	5-2307	7
Pawnshop License	\$2,760	\$2,810	5-2405	
Pawnshop Investigation Fee	\$390	\$400	5-2405	
Pawnshop New Manager Investigation Fee	\$120	\$120	5-2410	6
Pawnshop Transaction Fee -modem reporting	\$1.50/trans	\$1.80/trans	5-2405	4
-manual reporting	\$2.50/trans	\$2.80/trans	5-2405	4
Special Event Parking Permit	\$70	\$75	5-2508	
Secondhand/Antique Dealers License-A	\$310	\$315	5-2612	
Secondhand/Antique Dealers License-B	\$145	\$150	5-2612	
Secondhand/Antique Dealers Investigation Fee-A	\$365	\$375	5-2612	
Secondhand/Antique Dealers Investigation Fee-B	\$73	\$75	5-2612	

<u>Description</u>	<u>2013 fees</u>	<u>2014 fees</u>	<u>City Code Section</u>	<u>For ref. only see memo</u>
Secondhand/Antique Dealers New Manager Investigation Fee	\$120	\$120	5-2605	6
Secondhand/Antique Dealers Transaction Fee				
-modem reporting	\$1.50/trans	\$1.80/trans	5-2612	4
-manual reporting	\$2.50/trans	\$2.80/trans	5-2612	4
Exhibition Operator Permit (per event)	\$1,040	\$1,050	5-2628	
Exhibitor Permit (per event)	\$41	\$42	5-2628	
Precious Metals License	\$2,760	\$2,810	5-2711	
Precious Metals Investigation Fee	\$365	\$375	5-2711	
Precious Metals New Manager Investigation Fee	\$120	\$120	5-2711	6
Precious Metals Transaction Fee				
-modem reporting	\$1.50/trans	\$1.80/trans	5-2711	4
-manual reporting	\$2.50/trans	\$2.80/trans	5-2711	4
Currency Exchange License	\$70	\$75	5-2805	
Therapeutic Massage Enterprise License	\$315	\$320	5-2907	
Massage Therapist License	\$44	\$45	5-2907	
Therapeutic Massage Enterprise Investigation Fee	\$390	\$400	5-2907	
Massage Therapist - Investigation Fee	\$44	\$45	5-2907	

Section 2. The following fees are hereby established for the services in Title 6 of

Revised City Code – 1982:

<u>Description</u>	<u>2013 fees</u>	<u>2014 fees</u>	<u>Section of City Code</u>	<u>For ref. only see memo</u>
Non-Domestic Animal Permit	\$255	\$255	6-506	6
Non-Domestic Animal Permit Investigation Fee	\$105	\$105	6-506	6

Section 3. The following fees are hereby established for the services in Title 8 of

Revised City Code - 1982:

<u>Description</u>	<u>2013 fees</u>	<u>2014 fees</u>	<u>City Code Section</u>	<u>For ref. only see memo</u>
Waste and Recycling Hauler License				
First Vehicle	\$165	\$165	8-211	6
Each Additional Vehicle	\$27	\$28	8-211	
Response to False Alarms (4-5)	\$47	\$48	8-1403	
Response to False Alarms (6-9)	\$96	\$96	8-1403	6
Response to False Alarms (10 or more)	\$190	\$195	8-1403	

Section 4. The following fees are hereby established for the permits and approvals in

Title 11 of Revised City Code - 1982:

<u>Description</u>	<u>2013 fees</u>	<u>2014 fees</u>	For ref. only see <u>memo</u>
Conditional Use Permit with Site Plan Review*	\$535	\$545	
Conditional Use Permit without Site Plan Review*	\$315	\$320	
Conditional Use Permit/Mining Permit	\$210	\$215	
Home Occupational Permit	\$210	\$215	
Planned Unit Development	\$1,370	\$1,390	
Revision to Final Planned Unit Development	\$305	\$310	

<u>Description</u>	<u>2013 fees</u>	<u>2014 fees</u>	For ref. only see <u>memo</u>
Site Plan Review - Residential	\$815	\$825	
Site Plan Review - Commercial	\$435	\$445	
Lot Split or Registered Land Survey in lieu of lot split	\$270	\$275	
Subdivision Exemption	\$270	\$275	
Preliminary Plat	\$450	\$455	
Final Plat	\$150	\$155	
Registered Land Survey in lieu of plat*	\$450	\$455	
Comprehensive Plan Amendment	\$645	\$655	
Rezoning	\$425	\$430	
Variance*	\$255	\$260	
Vacation	\$290	\$295	

*Plus recording fees

Section 5. The following fees are hereby established for the services in Title 12 of

Revised City Code – 1982:

<u>Description</u>	<u>2013 fees</u>	<u>2014 fees</u>	<u>Section of City Code</u>	For ref. only see <u>memo</u>
Sign Contractor License	\$50	\$50	12-106	7
Vacant Residential Property Monitoring*	\$600	\$600	12-312	3
Vacant Commercial Property Monitoring*	\$1,000	\$1,000	12-312	3
Excessive Consumption of Inspection Services Fee	\$150	\$150	12-317	7

*Per year

Section 6. The City Council for the City of Coon Rapids authorizes the collection of any surcharge imposed by the State of Minnesota or other governmental agency in addition to the City fee.

Section 7. Effective Date of Ordinance. This ordinance shall be effective for all annual permits and/or licenses issued for 2014 and succeeding years, and for all other permits and licenses issued after January 1, 2014.

Introduced the 6th day of November, 2013.

Adopted the 19th day of November, 2013.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

ORDINANCE NO.

**AN ORDINANCE ESTABLISHING PERMIT AND INSPECTION FEES FOR
THE BUILDING INSPECTIONS DIVISION AS AUTHORIZED BY MINNESOTA
STATUTES SECTION 16B.62, SUBD. 1**

The City of Coon Rapids does ordain:

Section 1. The City Council for the City of Coon Rapids establishes the following permit and inspection fees for the Building Inspection Division:

**2014
INSPECTION DIVISION FEE SCHEDULE
(ref. MN Rules 1300.0160, subd. 1, subd. 2)**

Table A - 2014

VALUATION		FEES
FROM	TO	
\$0	\$300	\$15
\$301	\$1000	\$15 for the first \$300 plus \$5 for each additional \$100 or fraction thereof, up to and including \$1,000
\$1001	\$2000	\$50 for the first \$1,000 plus \$3.05 for each additional \$100 or fraction thereof, up to and including \$2,000
\$2001	\$25,000	\$80.50 for the first \$2,000 plus \$14 for each additional \$1,000 or fraction thereof, up to and including \$25,000
\$25,001	\$50,000	\$402.50 for the first \$25,000 plus \$10.10 for each additional \$1,000 or fraction thereof, up to and including \$50,000
\$50,001	\$100,000	\$655 for the first \$50,000 plus \$7 for each additional \$1,000 or fraction thereof, up to and including \$100,000
\$100,001	\$500,000	\$1,005 for the first \$100,000 plus \$5.60 for each additional \$1,000 or fraction thereof, up to and including \$500,000
\$500,001	and up	\$3,245 for the first \$500,000 plus \$4.75 per \$1,000 or fraction thereof.

\$40 Trip charge will be added to all permits of less than \$50 that require a separate inspection.

Working Without a Permit Investigation Fee:

25 percent of the permit fee not to exceed \$500

Investigation fees will be charged by the Chief Building Official, or designee, where additional time and expense is incurred by the City in order to achieve code compliance.

Re-Inspection Fee:

First	\$100
Second	\$200
Third and subsequent	\$300

Reinspection fees will be charged by the Chief Building Official, or designee, where additional time and expense is incurred by the City in order to complete a required inspection. Incidents where such fees may be charged include, but are not limited to: work unprepared for a scheduled inspection; failure to cancel a scheduled inspection; work required by correction orders that is not completed; or work which does not pass a secondary inspection.

Building Permit Fees:

Table A-2014 will be used to calculate permit fees based on the value of the work. Minimum permit fee shall be \$45. A plan review fee of 65 percent of the permit fee will be charged on all projects for which plans are submitted except as noted in Minnesota Rules Chapter 1300.

A Sewer Availability Charge as established by the Metropolitan Council Environmental Services and adopted by City resolution is collected with the building permit when applicable. Visit [www.http://metro council.org/Wastewater-Water/Funding-Finance/Rates-Charges/Sewer-Availability-Charge.aspx](http://metro council.org/Wastewater-Water/Funding-Finance/Rates-Charges/Sewer-Availability-Charge.aspx) for more information,

Exceptions to Table A-2014:

The permits for the described work on residential properties with individual property lines, (three units or less) will be as follows per unit:

Re-roof	as provided in Table A-2014 but not to exceed \$250
Re-side	as provided in Table A-2014 but not to exceed \$250
Replacement of Garage Doors	as provided in Table A-2014 but not to exceed \$250
Mobile Home Installation	\$75
Residential Curb or Street Cut/Driveway	as provided in Table A-2014 but not to exceed \$250
Demolition	Table A-2014
Move Building Out of City	Table A-2014
Commercial/Industrial Parking Lot	Table A-2014
Site visit without improvements	\$75
Certificate of Occupancy Fee Commercial and Residential buildings 4 or more units	\$100 or 5 percent of building permit fee whichever is greater
Loan Property Condition Inspection and Report	\$250

Plumbing Permit Fees:

Table A-2014 will be used to calculate permit fees based on the value of the work. Minimum permit fee shall be \$45.

Exceptions to Table A-2014: The permits for the described work on residential properties (three units or less) shall be as follows per unit:

Backflow Protection Device	\$45
Residential Water Heater	\$60
Residential Water Softener	\$45

When applicable, a plan review fee equal to 35 percent of the permit fee will be added.

Sewer and Water Permit Fees:

Table A-2014 will be used to calculate permit fees based on the value of the work. Minimum permit fee shall be \$45.

Exceptions to Table A-2014: The permits for the described work on residential properties (three units or less) shall be as follows per unit:

Residential Water Connection	\$100
Residential Sewer Connection	\$100
Residential Water/Sewer Repair	\$100
Residential Onsite Sewer (septic)	\$250

When applicable, a plan review fee equal to 35 percent of the permit fee will be added.

Grading Permit:

Table A-2014 will be used to calculate grading permit fees. A plan check fee of 65 percent of the permit fee will be charged on all grading projects.

Mechanical Permit Fees (Heating, Ventilation, Air Conditioning):

Table A-2014 will be used to calculate permit fees based on the value of the work. Minimum permit fee shall be \$45.

Exceptions to Table A-2014: The permits for the described work on residential properties (three units or less) shall be as follows per unit:

Residential Furnace and/or A/C replacement	as provided in Table A-2014 but not to exceed \$250. A separate electrical permit is required.
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When applicable, a plan review fee equal to 35 percent of the permit fee will be added.

Electrical Permit Fees

The permit fee shall be \$45 plus 1.75 percent of the value of the work to be done, except the fee to install, replace or repair one electrical item including the equipment served shall be \$45.

When applicable, a plan review fee equal to 35 percent of the permit fee will be added.

Equipment and Devices Related to Siding Replacement

The permit fee is set at \$35 per unit. Buildings with individual property lines will be reduced by \$5 per unit.

Services Panels

New, altered or installed	\$45
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Permit Fees for a Medical Gas System:

Table A-2014 will be used to calculate permit fees based on the value of the work. Minimum permit fee shall be \$45.

When applicable, a plan review fee equal to 35 percent of the permit fee will be added.

Gas Piping Fees

Per Opening	\$12
Minimum Fee (if gas only)	\$45

Fuel Storage Tanks

Underground Remove/Install	\$200
Aboveground Remove/Install	\$200
Replace Existing with Similar	\$250

Fire Protection Systems.

Sprinkler System	
First 10 Heads	\$100
Each Additional 10 Head	\$20
Fire Pump	\$100
Special Fire Suppression System	\$100
Fire Alarm Permit	\$100
Each Additional Panel	\$100
Each Alarm Device	\$2

Refund of Permit Fees (ref. MN Rules 1300.0160, Subd. 9) :

The City may refund fees for permits on which no work has been done and no inspections have been made. Requests for refunds must be in writing and signed by the permit holder. The Chief Building Official must approve each refund and the City shall retain the following:

\$50	for requests made within 30 days, fee totals less than \$50 are non refundable.
\$50 or 20 percent of the permit whichever is greater	for requests made within 60 days
\$50 or 40 percent of the permit whichever is greater	for requests made within 90 Days
\$50 or 60 percent of the permit whichever is greater	for requests made within 120 days
\$50 or 80 percent of the permit whichever is greater	for requests made within 180 days

NO REFUND is available after 180 days.

Plan check fees, state surcharge fee, and re-inspection fees are not refundable.

Section 2 The City Council for the City of Coon Rapids authorizes the Building Inspection Division to collect a surcharge on behalf of the State as established by Minnesota Statutes Section 326B. 148 or any other governmental agency in addition to the City fee.

Section 3 Effective Date of Ordinance. This ordinance shall be effective for all annual permits and/or licenses issued for 2014 and succeeding years, and for all other permits and licenses issued after January 1, 2014

Introduced this 6th day of November, 2013.

Adopted this _____ day of November, 2013.

Tim Howe, Mayor

RESOLUTION NO. 13-97

A RESOLUTION ESTABLISHING CERTAIN FEES AND CHARGES

WHEREAS, the fees and charges for certain City services do not currently reflect City costs; and

WHEREAS, the City Council finds that it is in the best interest of the City for the costs of City services to be borne to the extent practical by the users of those services; and

WHEREAS, the City Council further finds that certain fees and charges for City services should be increased or established to more accurately reflect the City’s costs in providing those services.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Coon Rapids that effective January 1, 2014 the following fees and charges, including sales tax and any surcharge imposed by the State of Minnesota or other governmental agency where applicable, shall be (prior year amounts, if different, in parentheses):

1. Sign permits
 - a. New permanent ground or monument sign(\$175).....\$180
 - b. New ground or monument sign on existing support\$90
 - c. New permanent wall sign\$90
 - d. Change or addition to existing permanent ground or wall sign\$90
 - e. Temporary sign for commercial, institutional, or industrial use\$55
 - i. Public units of government with taxing authority and their agencies shall be exempt from the payment of fees for temporary signs.
 - ii. Any questions regarding whether an applicant qualifies for an exemption shall be determined by the City Council upon the request of either the applicant or the staff person responsible for issuing the permit.
 - iii. Exemption from the payment of a temporary sign permit fee does not relieve the unit of government, or its agency, from compliance with all other applicable provisions of the sign code including, but not limited to, obtaining required permits.
2. Commercial wireless Telecommunications Antennas and Tower Permits (cost of consultant services, if applicable, is in addition to permit fees)
 - a. Tower including applicant’s antennas located thereon
 - i. Permit issued administratively(\$495).....\$505
 - ii. Permit issued by City Council(\$790).....\$805
 - b. Antennas mounted to one existing tower or other structure
 - i. Permit issued administratively(\$225).....\$230
 - ii. Permit issued by City Council(\$345).....\$350
3. Wetland Application Fee (\$105)\$110.00 plus 150% of escrow of estimated cost of review
4. Abatement Administrative Charge.....(\$68).....\$69

5.	Tree Removal Administrative Charge	(\$72)	.....	\$74
6.	Assessment/Utility Searches			\$20
	Supplemental Search Detail			\$10
7.	Assessment Charge for Unpaid Items Assessed			\$30
8.	Mailing List Charge			
	All utility accounts	(\$115)	.....	\$120 plus \$1.90 per thousand printing
	Monthly new utility accounts			\$7
9.	a. Water Service Reconnect Inspection fee (by Inspection Dept.)			\$80
	b. Water Service Turn On/Off for Inspection (per visit)	(\$65)	.....	\$70
	c. Curb Stop Repair Administrative Charge			\$75
	d. Water Meter Reading Charges (Non-radio read meters)			\$65
	e. Water Meter Removal and Re-install	(\$65)	.....	\$70
	f. Water Meter Testing	(\$70)	.....	\$75
10.	Water Meters			
	5/8 inch	(\$325)	.....	\$295
	3/4 inch	(\$400)	.....	\$360
	1 inch	(\$515)	.....	\$465
	1 ½ inch regular	(\$835)	.....	\$825
	2 inch regular	(\$1,120)	.....	\$1,010
	1 ½ inch turbine	(\$970)	.....	\$1,100
	2 inch turbine	(\$1,000)	.....	\$1,150
	3 inch turbine	(\$1,735)	.....	\$1,710
	4 inch turbine	(\$2,270)	.....	\$2,210
	2 inch compound	(\$2,570)	.....	\$2,530
	3 inch compound	(\$3,565)	.....	\$3,480
	4 inch compound	(\$4,700)	.....	\$4,580
11.	Returned Check Charge			\$30
12.	Parking Fines			\$25
13.	Police Reports and Accident Reports - no charge if three pages or less			
	.....	\$.25/page	for requests of 4 pages or more	
14.	Letter of Good Standing	(\$16)	.....	\$17
15.	Crime Statistic Reports	(\$25)	.....	\$26

16.	Police Services	
	a. Vehicle lock-outs	\$20
	b. Digital audio file (per CD)	\$25
	c. Digital Camera files (per CD)	\$25
	d. Printed digital photo	\$2
	e. Digital Squad Camera files (per CD/DVD)	\$25
	f. Car Seat Training (non-resident)	(\$25).....\$26
	g. Crime Free Multi-Housing Certification training	\$35
17.	Block Party Refundable Barricade Deposit	\$25
18.	Fire Department Services	
	a. Fire Run and Investigative Reports	
	.....\$.25/page for requests of 4 to 100 pages plus photo costs	
	.....Actual costs charged for requests greater than 100 pages	
	b. Recreational Fire Violation	\$75
	c. Fire Code Violation (other than recreational fire violations)	\$40
	d. Open Burning Permit	\$100
	e. Fireworks Peddlers	
	Initial Property Inspection	\$120
	Each Additional Re-inspection	\$75
	f. Water Flow Test	\$150
	g. Day Care Inspection	\$50
	h. Lock Boxes	actual cost
19.	Rental Licensing	
	a. Annual fee	\$100 per building
	b. Single Family conversion Fee	\$500 per building
	c. Background Investigation Fee	\$45
	d. Periodic Inspection Fee – Initial Inspection	
	with one follow-up	\$50 per building
	plus/\$20 per dwelling unit inspected	
	e. Each additional re-inspection	\$100 per building
20.	Planning and Inspection Letter	(\$60).....\$70
21.	Other Document Charges: Annual Financial Reports; Annual Budget; Capital Improvement Program; City Code; City Council Agenda Books, Agendas. Short Minutes or Long Minutes; Planning Commission Agenda Books, Agenda Page or Long Minutes	
	.....\$.25/page for requests 100 pages or less	
	.....Actual costs charged for requests greater than 100 pages	
22.	Kennel and Multiple Pet Permits	
	a. Annual permit	\$40
	b. Inspection or Re-inspection	\$100 per inspection

23. Dog License
License fee for calendar year.....\$10
License fee if paid after June 30th\$5

Adopted by the Coon Rapids City Council this 19th day of November, 2013.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

RESOLUTION NO. 13-98

**RESOLUTION ESTABLISHING CERTAIN FEES AND CHARGES
FOR USE OF THE CTN STUDIO FACILITIES**

WHEREAS, CTN Studio facilities, staff, and equipment are dedicated for the production of programming for the city of Coon Rapids community channels; and

WHEREAS, only CTN Studio staff are to use or operate equipment due to liability, knowledge of operation, and protection of the facilities; and

WHEREAS, the City may provide production services to the general public, depending on the availability of CTN Studio facilities, staff and equipment; and

WHEREAS, the cost of services provided should be borne by the users of those services.

NOW, THEREFORE, BE IT RESOLVED that the following fee schedule shall be effective January 1, 2014 including sales tax or surcharge imposed by the State of Minnesota or other governmental agency where applicable (prior year amounts, if different, in parentheses):

<u>STUDIO - includes staff assistance</u>	<u>Rates</u>
Studio A rental (3 hour minimum).....	\$130/hr
Studio B rental (3 hour minimum).....	\$55/hr
B truck control room rental (3 hour minimum).....	\$135/hr
Voice over room (1 hour minimum).....	\$70/hr

<u>STAFF (3 hour minimum)</u>	
Producer	\$75/hr
Director	\$75/hr
Graphics Designer.....	\$55/hr
Production Assistant	\$40/hr

<u>EDIT SUITES (3 hour minimum)</u>	
Editing - Apple, Final Cut Pro, Photoshop, Motion, DVD Pro	\$100/hr w/editor
Rendering - Apple, Final Cut Pro, Photoshop, Motion, DVD Pro	\$60/hr no editor

<u>FIELD CAMERA</u>	
HD Panasonic P2, HPX 500 w/Fuji 18x lens (x2).....(\$450).....	\$500 per day
HD Panasonic P2 HPX 255 w/22x lens	\$255 per day
HD Panasonic P2 HPX 170 w/13x lens	\$200 per day
Canon C100 Package	\$255 per day

CAMERA ACCESSORIES

Cammate 18' crane	\$350 per day
P2 card, 64 GB	\$75 per day
P2 card, 32 GB	\$45 per day
Tripod - Oconner 1030 w/Gitzo sticks.....	\$30 per day
Tripod - Bogan 501 (light duty)	\$10 per day
Lectrosonics UCR/UM100 wireless lavalier.....	\$50 per day
Portable Tota light kit (2 lights).....	\$35 per day
Sony ECM 44B Lav Mic.....	\$10 per day

PRODUCTION TRUCK (4 hour minimum)

Rate for 5 camera remote HD production (A) truck 32'	(\$5,600).....	\$5,800 per day
Rate for 3 camera remote SD production (B) truck 18'		\$1,300 per day
Generator use for truck rental.....		\$350 per day

Crew costs are additional, see above staff rates.

Tapes and other supplies are extra.

COPIES OF CTN PROGRAMS

DVD.....	(\$20).....	\$15 each
Blu-ray.....	(\$25).....	\$20 each

A 25% deposit is required on all projects over \$1,000.

10% discount for public schools and non-profit organizations.

Adopted by the Coon Rapids City Council this 19th day of November, 2013.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

RESOLUTION NO. 13-99

RESOLUTION REVISING SEWER AVAILABILITY CHARGES (SAC)

WHEREAS, City Code Section 13-602 authorized the City Council to adopt by resolution a sewer rate charge which is intended to reimburse the City for the Sewer Availability Charge (SAC) assessed by the Metropolitan Council Environmental Services and additional expenses incurred by the City; and

WHEREAS, the SAC charges will be increased \$50 by the Metropolitan Council effective January 1, 2014 to \$2,485 for the base unit charge; and

WHEREAS, the City adds an additional \$100 to the fee to cover expenses.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that pursuant to provisions of City Code Section 13-602 the following sewer availability charges are hereby established effective January 1, 2014.

1. Single family residence, individual townhouse or condominium units and individual duplex units shall each comprise one unit and pay a fee of \$2,585.
2. Multiple family residences and mobile homes shall pay 80% of the SAC charge plus \$100 or a fee of \$2,088 per dwelling unit.
3. Public housing units and housing units subsidized under any Federal program for low and moderate housing shall be counted as 75% of the unit equivalent for that type of housing and shall pay a fee of \$1,964 under Subsection 1 hereof or \$1,591 per dwelling unit if it is a unit under Subsection 2 above.
4. Outdoor spaces that will be exposed to wet weather conditions shall receive a 75% discount. These spaces may include (where there are toilets available): restaurant and bar outdoor seating areas, golf courses and driving ranges, outdoor pools and water parks, park shelters, outdoor tennis courts, drive-in restaurants and theaters, and outdoor public areas such as zoo exhibits.
5. All other users shall be assigned one unit for every 274 gallons per day of flow which it is estimated they will discharge annually, with each such building being assigned a minimum of one unit, with a charge of \$2,585 per unit.

Adopted this 19th day of November, 2013.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

RESOLUTION NO. 13-100

**A RESOLUTION ESTABLISHING CERTAIN FEES AND CHARGES
FOR USE OF THE ICE CENTER FACILITIES**

WHEREAS, the Ice Center was built with various meeting rooms; and

WHEREAS, these facilities are available for public rental; and

WHEREAS, it is in the best interest of the City that costs of services be borne to the extent practical by the users of those services.

NOW, THEREFORE, BE IT RESOLVED that for the purpose of establishing fee charges for the use of Ice Center rooms, users are based on four classifications of priority:

- Priority 1 Any events directly sponsored by the City of Coon Rapids
- Priority 2 Events conducted by a Coon Rapids Civic, Athletic, or Public Organization
- Priority 3 Events conducted by a Coon Rapids Resident, Coon Rapids Non-Profit, or Coon Rapids business
- Priority 4 Events conducted by a Non-Coon Rapids Resident

BE IT FURTHER RESOLVED, that the fees to be charged to each category shall be as follows:

- Priority 1 or 2 No charge unless specified in an Affiliation and Facility Agreement or in the fee schedule below
- Priority 3 Per fee schedule below
- Priority 4 Per fee schedule below

BE IT FURTHER RESOLVED, that fees for the use of Ice Center rooms shall be as follows effective January 1, 2014 including sales tax or surcharge imposed by the State of Minnesota or other governmental agency where applicable:

	Up to Two Hours	Each Add'l Hour
Party Room A or B:		
• Priority 3	25	10
• Priority 4	30	15
Party Room A & B combined		
• Priority 3	40	15
• Priority 4	50	20

Cook Conference Room A or B:		
• Priority 3	30	10
• Priority 4	40	15
Cook Conference Rooms A & B combined:		
• Priority 3	60	20
• Priority 4	70	25
Graber Skybox		
• Priority 3	50	20
• Priority 4	60	25
Multi –use Training Room 1		
• Priority 2	15	5
• Priority 3	30	10
• Priority 4	40	15
Multi-use Training Room 2		
• Priority 2	10	5
• Priority 3	20	10
• Priority 4	25	15

The rental of rooms may be restricted by the Manager based on availability.

DAMAGE DEPOSIT: Damage deposits apply to Priority 3 and 4 users and are due at the time of reservation.

- \$100 for Cook Conference Rooms or Graber Skybox
- \$50 for Multi-use Training Rooms
- \$50 for Party Rooms

Adopted by the Coon Rapids City Council this 19th day of November, 2013

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

RESOLUTION NO. 13-101

**A RESOLUTION ESTABLISHING CERTAIN FEES AND CHARGES
FOR USE OF CITY PARK FACILITIES**

WHEREAS, City Code Section 10-425 provides for the issuance of permits for the exclusive use of City park facilities under certain circumstances; and

WHEREAS, City Code Section 10-425 further authorizes the City Council to establish fees and charges for certain exclusive uses of park facilities; and

WHEREAS, the City Council finds that it is in the best interest of the City that the costs of City services be borne to the extent practical by the users of those services.

NOW, THEREFORE, BE IT RESOLVED that for the purpose of establishing fee charges for the use of City park buildings, users are based on four classifications of priority:

- Priority 1 Any event directly sponsored by the City of Coon Rapids
- Priority 2 Events conducted by a Coon Rapids Civic, Athletic, or Public Organization
- Priority 3 Events conducted by a Coon Rapids Resident, Coon Rapids Non-Profit, or Coon Rapids business
- Priority 4 Events conducted by a Non-Coon Rapids Resident

BE IT FURTHER RESOLVED, that the established exclusive use permit fees to be charged to each category shall be as follows:

- Priority 1 or 2 No charge unless specified in an Affiliation and Facility Agreement
- Priority 3 Per fee schedule below
- Priority 4 Per fee schedule below

BE IT FURTHER RESOLVED, that exclusive use permit fees for the use of City park buildings shall be as follows effective January 1, 2014 including sales tax or surcharge imposed by the State of Minnesota or other governmental agency where applicable:

	Up to 3 hours	Each add'l hour	Damage deposit
Riverwind			
Large meeting room - capacity 88			
Priority 3	\$60	\$20	\$150
Priority 4	\$75	\$25	
Use of Kitchen	\$25	\$25	

	Up to 3 hours	Each add'l hour	Damage deposit
Lions Coon Creek Park			
Shelters #1 ,#2, #3 (electricity available)			
Priority 3	\$45	\$15	
Priority 4	\$60	\$20	
Shelter #4 (by parking lot with no electricity)			
Priority 3	\$36	\$12	
Priority 4	\$45	\$15	
Picnic shelters at Crooked Lake (no electricity)			
Priority 3	\$36	\$12	
Priority 4	\$45	\$15	
Warming House (Wintercrest, Thorpe, Sand Creek, Riverview)			
Priority 3	\$45	\$15	
Priority 4	\$60	\$20	

Deposit of \$25 for any facility with a keyed access.

BE IT FURTHER RESOLVED that the fees to be charged for use of Athletic Facilities shall be as follows including sales tax or surcharge imposed by the State of Minnesota other governmental agency where applicable:

ATHLETIC FIELD RENTALS (Two hour minimum required)

<u>Field Type</u>	<u>Two Hour Rate (Per Field)</u>	<u>Weekend Tournament Day Rate (Per Field)</u>
Soccer Fields		
Resident or adult league	\$100	\$200
Non-resident	\$150	\$400
Softball Fields		
Resident	\$30	\$100
Non-resident	\$60	\$200
Baseball Fields		
Resident	\$100	\$200
Non-resident	\$150	\$400
Football and Lacrosse Fields		
Resident	\$100	\$200
Non-resident	\$150	\$400
Ice Rink		
Resident	\$25	N/A
Non-resident	\$50	N/A

EQUIPMENT

- 1. Limer\$15
- 2. Lime\$6 per bag
- 3. Drag\$15
- 4. Batter’s Box\$5
- 5. Hose and Nozzle\$5
- 6. Portable Toilets\$60 per toilet
- 7. Lights\$90 per field or rink
- 9. Dumpster.....\$150 per unit

DEPOSITS

All users must submit a \$500 key, cleanup and damage deposit. Deposit will be returned minus charges upon completion of rental, league, or tournament.

BE IT FURTHER RESOLVED that the cleaning and damage deposit shall be applicable to all user categories.

Adopted by the Coon Rapids City Council this 19th day of November, 2013.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

RESOLUTION NO. 13-102

**A RESOLUTION ESTABLISHING CERTAIN FEES AND CHARGES
FOR ADULT SOFTBALL LEAGUES**

WHEREAS, the City owns softball fields where leagues are administered; and

WHEREAS, the City Council finds that it is in the best interest of the City to control its assets;
and

WHEREAS, the City Council further finds that certain fees and charges for City services should
be established to more accurately reflect the City’s costs in providing those services.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Coon Rapids,
Minnesota, that effective January 1, 2014 the following fee schedule, including sales tax
or surcharge imposed by the State of Minnesota or other governmental agency where
applicable, shall be (prior year amounts, if different, in parentheses):

- 1. Summer Leagues
 - a. Single Game Leagues.....\$550
 - b. Single Game Co-Rec Leagues\$550
 - c. Double Header Leagues\$895

- 2. Fall Leagues
 - a. Men’s and Women’s Leagues.....\$500
 - b. Co-Rec Leagues.....\$500

- 3. Team Conduct and Eligibility Fees (per incident).....\$25

Adopted by the Coon Rapids City Council this 19th day of November, 2013.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

9.

Meeting Date: 11/19/2013

Subject: Project 14-1 - Residential Street Reconstruction, Order Preparation of Feasibility Report and Preparation of Plans

Submitted For: Kevin Kawlewski, City Engineer

From: Cher Ridout, Admin Secretary II

INTRODUCTION

Project 14-1 includes the reconstruction of approximately 2.5 miles of local streets (see attached map) and includes:

- 120th Avenue NW – west of Cree Street
- 119th Lane – west of Cree Street
- Eldorado Street - cul-de-sacs on either side of 119th Lane NW
- 119th Avenue west of Blackfoot Street
- Cree Street – north of 119th Avenue NW to 121st Avenue NW
- Zion Street – south of Northdale Boulevard
- 116th Lane – west of Zion Street
- 115th Avenue NW – from Raven Street to Martin Street
- Martin Street – from Robinson Drive to 113th Avenue NW
- 113th Lane – from Martin Street to Robinson Drive
- 114th Avenue – east of Martin Street
- Jay Street – north of 113th Lane
- Ibis Street – north of 113th Avenue NW

DISCUSSION

In 1994, the City began a street reconstruction program to replace aging street infrastructure. Since then, more than 86 miles of the City's 220-mile system have been reconstructed. This project would continue the program for 2014. Streets in the project area vary from 40 to 45 years old. Per previous discussions with the Council, improvements proposed for Project 14-1 will include reclamation of the existing pavement and aggregate base and re-surfacing, replacement of damaged curb sections. Sidewalk and driveway apron repairs will be replaced as needed. The feasibility report will also address watermain and sanitary sewer repairs based on field investigations completed by the City Utility Division.

City policy calls for an assessment to be levied against properties that benefit from the proposed street improvements. Generally, properties to be assessed are those with direct access to the street(s) being reconstructed. The goal of the policy is to assess up to 50% of the project cost. Actual project costs and the number of assessable properties will cause the assessable share to vary. For 2014, the assessment rate will be increased in accordance with annual construction cost index increases as determined by Engineering News Record.

Estimated project costs and proposed assessment amounts will be presented to the Council in the form of a feasibility report, prepared in accordance with Minnesota State Statute, Chapter 429.

Affected property owners will receive a mailed notification of the pending project in December, 2013. An informational meeting will be held with the neighborhoods prior to any public hearing ordered by the Council.

RECOMMENDATION

It is recommended that the City Council adopt the following resolutions:

- a. Resolution No. 14-1(3), ordering preparation of feasibility report.
- b. Resolution No. 14-1(6), ordering preparation of plans and specifications.

BUDGET IMPACT:

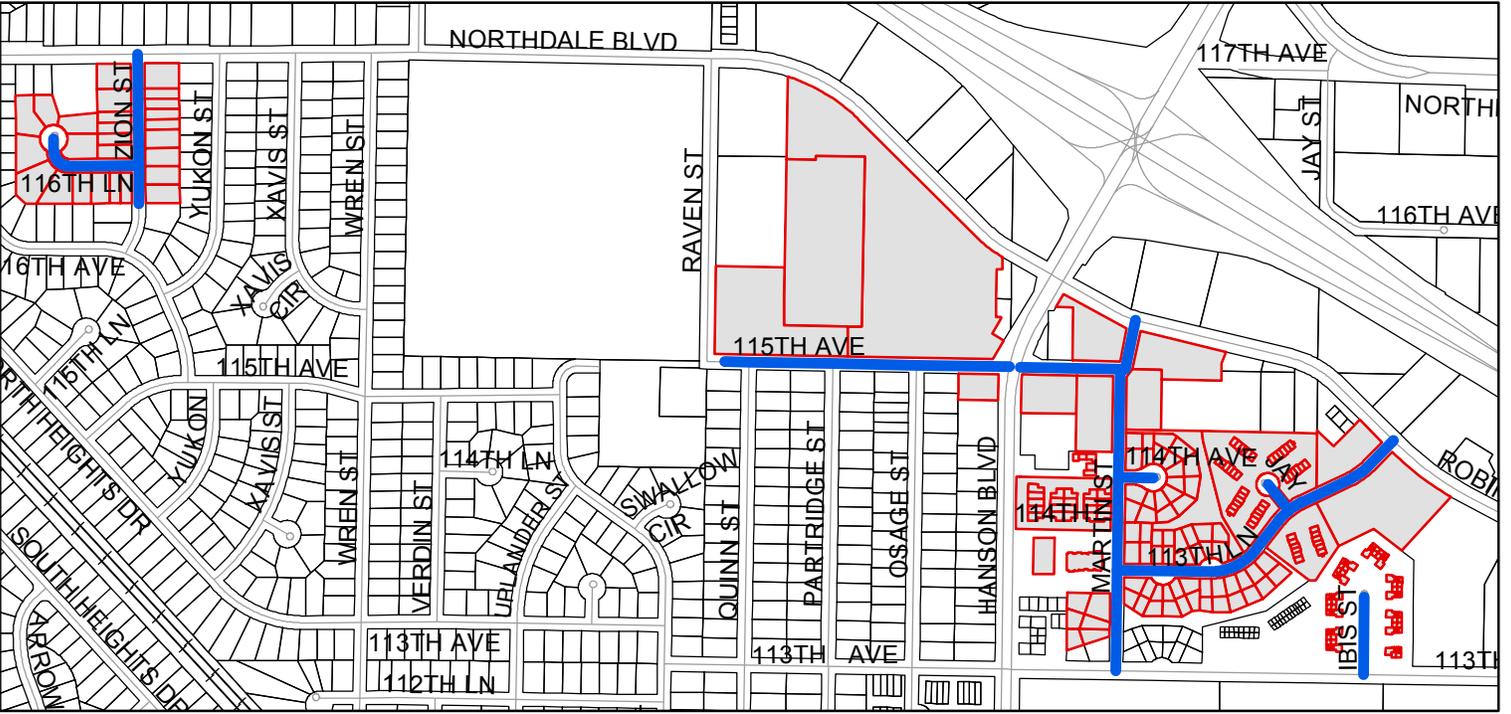
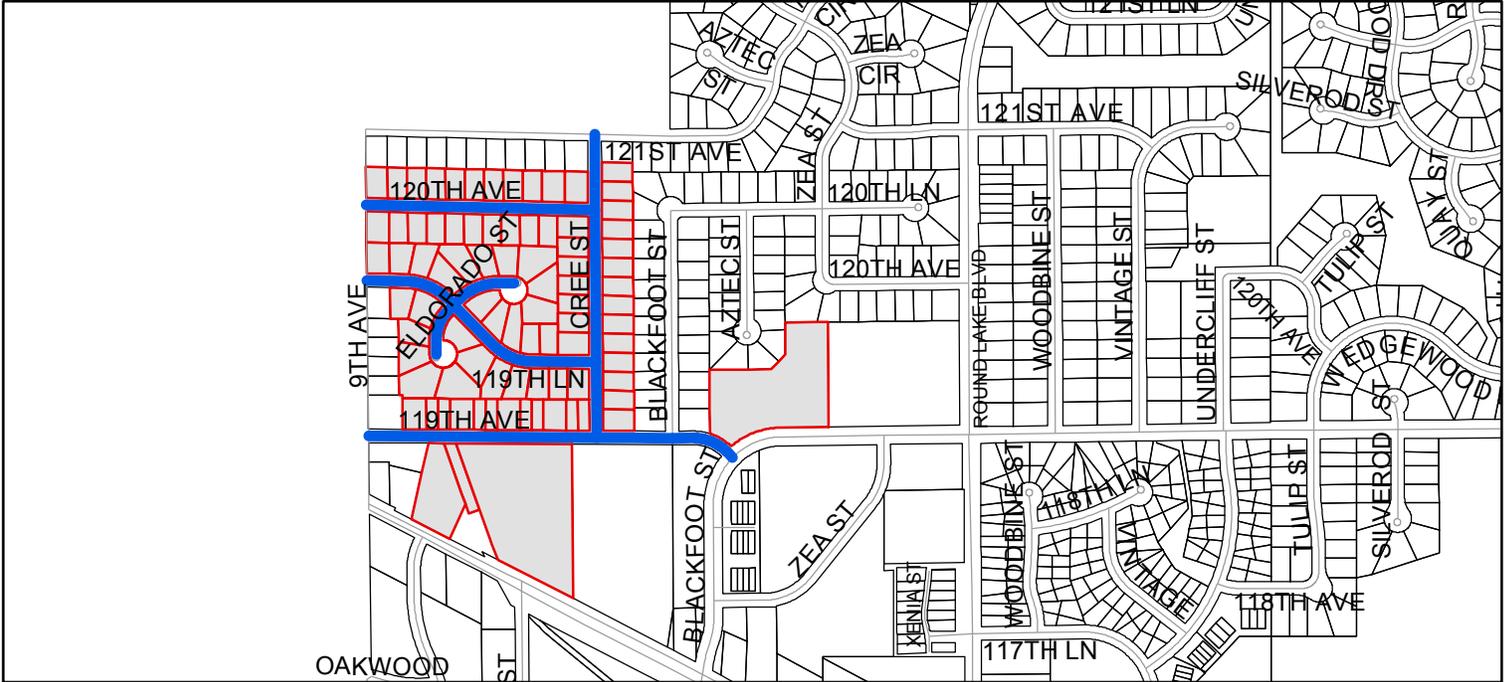
The feasibility report will include an estimated project cost along with impacts to the General Fund, Utility Fund and Storm Water Utility Fund. It will also identify the amount proposed for special assessments.

Attachments

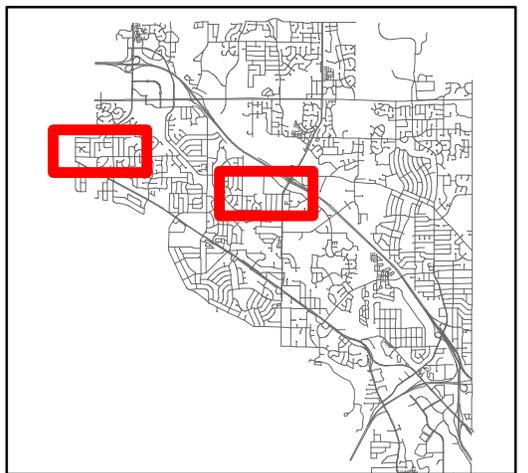
14-1 Location Map

Resolution No. 14-1(3)

Resolution No. 14-1(6)



**Project 14-1
Residential Street Reconstruction
2.5 miles**



RESOLUTION NO. 14-1(3)

**(3) RESOLUTION ORDERING PREPARATION OF
FEASIBILITY REPORT ON IMPROVEMENT
(NO PETITION OR INADEQUATE PETITION)**

WHEREAS, it is proposed to improve residential streets in the general area east of Blackfoot Street between 119th Avenue NW and 121st Avenue NW and also those streets between Robinson Drive and 119th Avenue east of Hanson Boulevard and to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Sections 429.011 to 429.111,

NOW THEREFORE BE IT RESOLVED BY THE CITY OF COON RAPIDS, MINNESOTA:

That the proposed improvement be referred to the City Engineering Division and the City Engineering Division is hereby instructed to prepare and submit to the Council a feasibility report indicating in a preliminary manner whether the proposed improvement is necessary, cost effective, and feasible, whether it should best be constructed as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Adopted this 19th day of November, 2013.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

RESOLUTION NO. 14-1(6)

(6) RESOLUTION ORDERING PREPARATION OF PLANS

WHEREAS, it is proposed to improve the residential streets in the general area east of Blackfoot Street between 119th Avenue NW and 121st Avenue NW and also those streets between Robinson Drive and 119th Avenue east of Hanson Boulevard by street reconstruction; and

WHEREAS, the City of Coon Rapids expects to reimburse all or a portion of the project expenditures with the proceeds of debt to be incurred by the City; and

WHEREAS, this declaration is made pursuant to Section 1.103-18 of the Income Tax Regulations of the Internal Revenue Service.

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

The City Engineering Division is hereby designated as the engineer for this improvement. The City Engineering Division shall prepare plans and specifications for the making of such improvement.

Adopted this 19th day of November, 2013.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

10.

Meeting Date: 11/19/2013

Subject: Project 14-3 - Residential Street Reconstruction, Order Preparation of Feasibility Report and Preparation of Plans

Submitted For: Kevin Kawlewski, City Engineer

From: Cher Ridout, Admin Secretary II

INTRODUCTION

Project 14-3 includes the reconstruction of approximately 3.25 miles of local streets (see attached map) and includes:

- 112th Lane – from the cul-de-sac to Swallow Street
- 112 Avenue NW – from Swallow Street to Partridge Street
- 111th Circle NW - from the cul-de-sac to Thrush Street
- 110th Lane – from Thrush Street to Hanson Boulevard
- 110th Avenue NW – from Swallow Street to Osage Street
- 109th Lane – from Swallow Street to Osage Street
- 109th Avenue NW – from the cul-de-sac to Osage Street
- Wren Street – south of 113th Avenue NW
- Uplander Street – south of 113th Avenue NW
- Verdin Circle NW - south of 112th Lane
- Swallow Street – from 113th Avenue NW to 111th Lane
- Quinn Street NW - from 113th Avenue to 112th Avenue
- Partridge Street NW - from 113th Avenue to 112th Avenue
- Osage Street – south of 113th Avenue NW
- Thrush Street – from 110th Lane to 111th Lane
- Osage Street – from 110th Lane to the cul-de-sac
- Swallow Street NW - from 110th Lane to 109th Lane
- 108th Lane – cul-de-sac to Hanson Boulevard, Hanson Boulevard to Killdeer Street
- 108th Avenue NW – Hanson Boulevard to Linnet Street
- 107th Lane NW - from the cul-de-sac to Linnet Street
- Linnet Street – from 108th Avenue NW to 107th Avenue NW
- Killdeer Street - from 108th Lane NW to the cul-de-sac
- 107th Avenue NW – Linnet Street to the cul-de-sac

DISCUSSION

In 1994, the City began a street reconstruction program to replace aging street infrastructure. Since then, more than 86 miles of the City's 220-mile system have been reconstructed. This project would continue the program for 2014. Streets in the project area vary from 40 to 45 years old. Per previous discussions with the Council, improvements proposed for Project 14-3 will include reclamation of the existing pavement and aggregate base and re-surfacing, replacement of damaged curb sections. Sidewalk and driveway apron repairs will be replaced as needed. The feasibility report will also address watermain and sanitary sewer repairs based on field investigations completed by the City Utility Division.

City policy calls for an assessment to be levied against properties that benefit from the proposed street improvements. Generally, properties to be assessed are those with direct access to the street(s) being reconstructed.

The goal of the policy is to assess up to 50% of the project cost. Actual project costs and the number of assessable properties will cause the assessable share to vary. For 2014, the assessment rate will be increased in accordance with annual construction cost index increases as determined by Engineering News Record.

Estimated project costs and proposed assessment amounts will be presented to the Council in the form of a feasibility report, prepared in accordance with Minnesota State Statute, Chapter 429.

Affected property owners will receive a mailed notification of the pending project in December, 2013. An informational meeting will be held with the neighborhoods prior to any public hearing ordered by the Council.

RECOMMENDATION

It is recommended that the City Council adopt the following resolutions:

- a. Resolution No. 14-3(3), ordering preparation of feasibility report.
- b. Resolution No. 14-3(6), ordering preparation of plans and specifications.

BUDGET IMPACT:

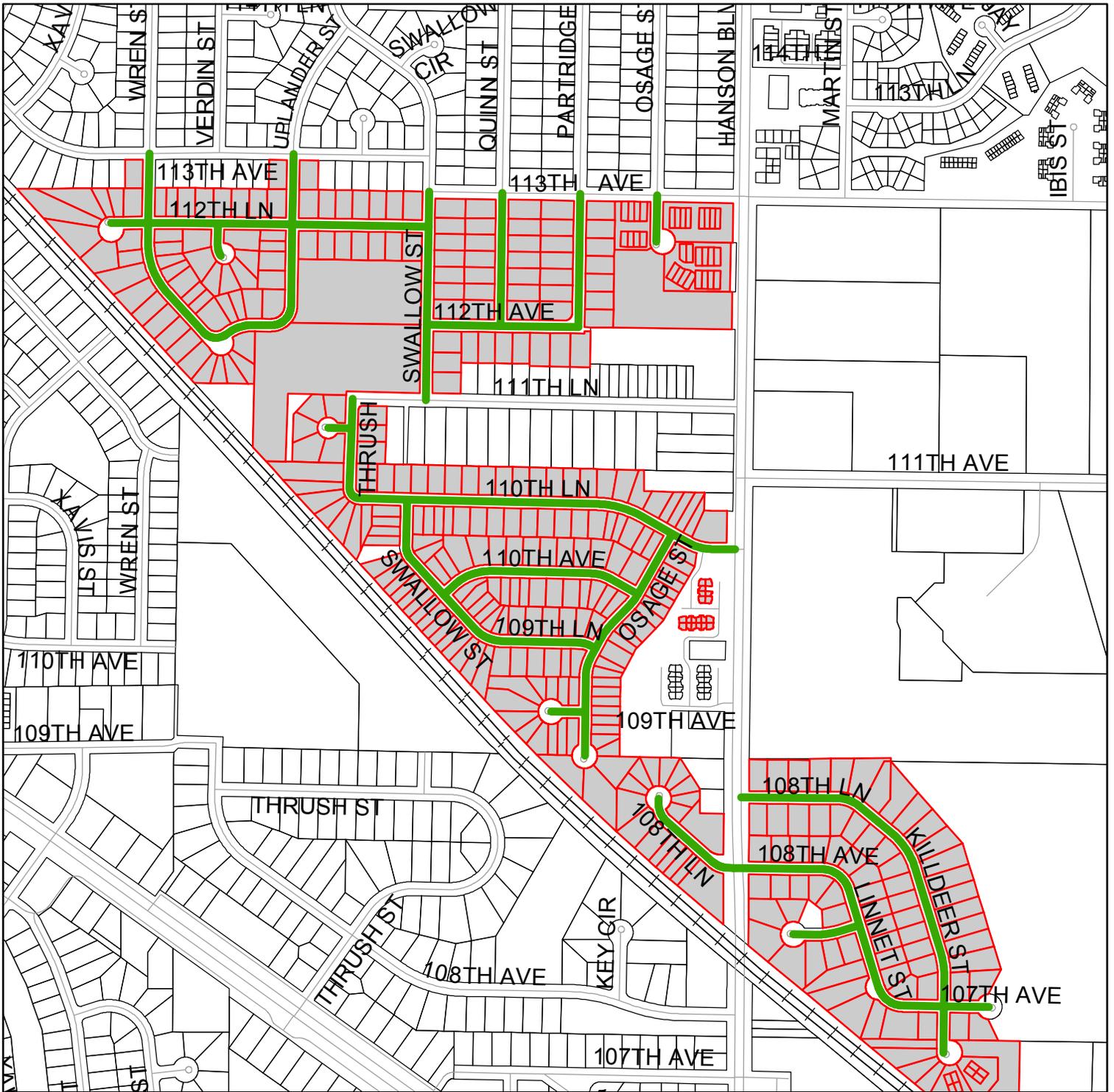
The feasibility report will include an estimated project cost along with impacts to the General Fund, Utility Fund and Storm Water Utility Fund. It will also identify the amount proposed for special assessments.

Attachments

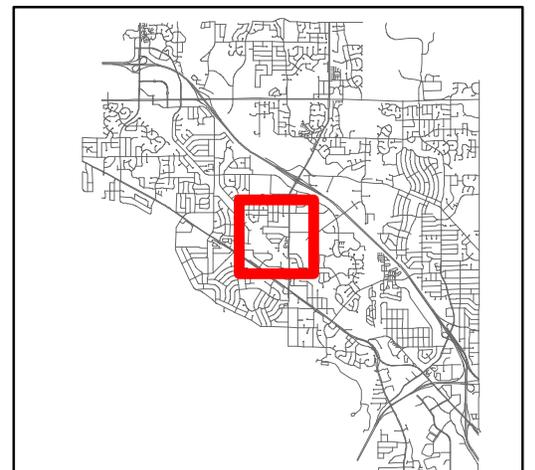
14-3 Location Map

Resolution No. 14-3(3)

Resolution No. 14-3(6)



**Project 14-3
Residential Street Reconstruction
3.25 miles**



RESOLUTION NO. 14-3(3)

**(3) RESOLUTION ORDERING PREPARATION OF
FEASIBILITY REPORT ON IMPROVEMENT
(NO PETITION OR INADEQUATE PETITION)**

WHEREAS, it is proposed to improve residential streets in the area around Hanson Boulevard between 107th Avenue NW and 113th Avenue NW and to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Sections 429.011 to 429.111,

NOW THEREFORE BE IT RESOLVED BY THE CITY OF COON RAPIDS, MINNESOTA:

That the proposed improvement be referred to the City Engineering Division and the City Engineering Division is hereby instructed to prepare and submit to the Council a feasibility report indicating in a preliminary manner whether the proposed improvement is necessary, cost effective, and feasible, whether it should best be constructed as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Adopted this 19th day of November, 2013.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

RESOLUTION NO. 14-3(6)

(6) RESOLUTION ORDERING PREPARATION OF PLANS

WHEREAS, it is proposed to improve the residential streets in the area around Hanson Boulevard between 107th Avenue NW and 113th Avenue NW street by reconstruction; and

WHEREAS, the City of Coon Rapids expects to reimburse all or a portion of the project expenditures with the proceeds of debt to be incurred by the City; and

WHEREAS, this declaration is made pursuant to Section 1.103-18 of the Income Tax Regulations of the Internal Revenue Service.

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

The City Engineering Division is hereby designated as the engineer for this improvement. The City Engineering Division shall prepare plans and specifications for the making of such improvement.

Adopted this 19th day of November, 2013.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

11.

Meeting Date: 11/19/2013

Subject: Project 14-4 - Residential Street Reconstruction, Order Preparation of Feasibility Report and Preparation of Plans

Submitted For: Kevin Kawlewski, City Engineer

From: Cher Ridout, Admin Secretary II

INTRODUCTION

Project 14-4 includes the reconstruction of approximately 2.5 miles of local streets (see attached map) and includes:

- 103rd Avenue NW – from Sycamore Street to Olive Street
- Sycamore Street – from 101st Avenue NW to 103rd Avenue NW
- Redwood Street - from 101st Avenue NW to 103rd Avenue NW
- Quince Street - from 101st Avenue NW to 103rd Avenue NW
- Palm Street - from 101st Avenue NW to 103rd Avenue NW
- Olive Street - from 101st Avenue NW to 103rd Avenue NW
- Tamarack Street – 89th Avenue NW to 300’ north of 89th Lane
- Sycamore Street – from 89th Avenue NW to 89th Lane NW
- 89th Lane NW - from Tamarack Street to Sycamore Street
- 90th Avenue NW – west of East River Road
- 84th Lane NW – from East River Road to the cul-de-sac
- Redwood Street – from Mississippi Boulevard to 84th Lane
- Palm Street - from Mississippi Boulevard to 84th Lane, including the cul-de-sac

DISCUSSION

In 1994, the City began a street reconstruction program to replace aging street infrastructure. Since then, more than 86 miles of the City’s 220-mile system have been reconstructed. This project would continue the program for 2014. Streets in the project area vary from 40 to 45 years old. Per previous discussions with the Council, improvements proposed for Project 14-4 will include reclamation of the existing pavement and aggregate base and re-surfacing, replacement of damaged curb sections. Sidewalk and driveway apron repairs will be replaced as needed. The feasibility report will also address watermain and sanitary sewer repairs based on field investigations completed by the City Utility Division.

City policy calls for an assessment to be levied against properties that benefit from the proposed street improvements. Generally, properties to be assessed are those with direct access to the street(s) being reconstructed. The goal of the policy is to assess up to 50% of the project cost. Actual project costs and the number of assessable properties will cause the assessable share to vary. For 2014, the assessment rate will be increased in accordance with annual construction cost index increases as determined by Engineering News Record.

Estimated project costs and proposed assessment amounts will be presented to the Council in the form of a feasibility report, prepared in accordance with Minnesota State Statute, Chapter 429.

Affected property owners will receive a mailed notification of the pending project in December, 2013. An informational meeting will be held with the neighborhoods prior to any public hearing ordered by the Council.

RECOMMENDATION

It is recommended that the City Council adopt the following resolutions:

- a. Resolution No. 14-4(3), ordering preparation of feasibility report.
 - b. Resolution No. 14-4(6), ordering preparation of plans and specifications.
-

BUDGET IMPACT:

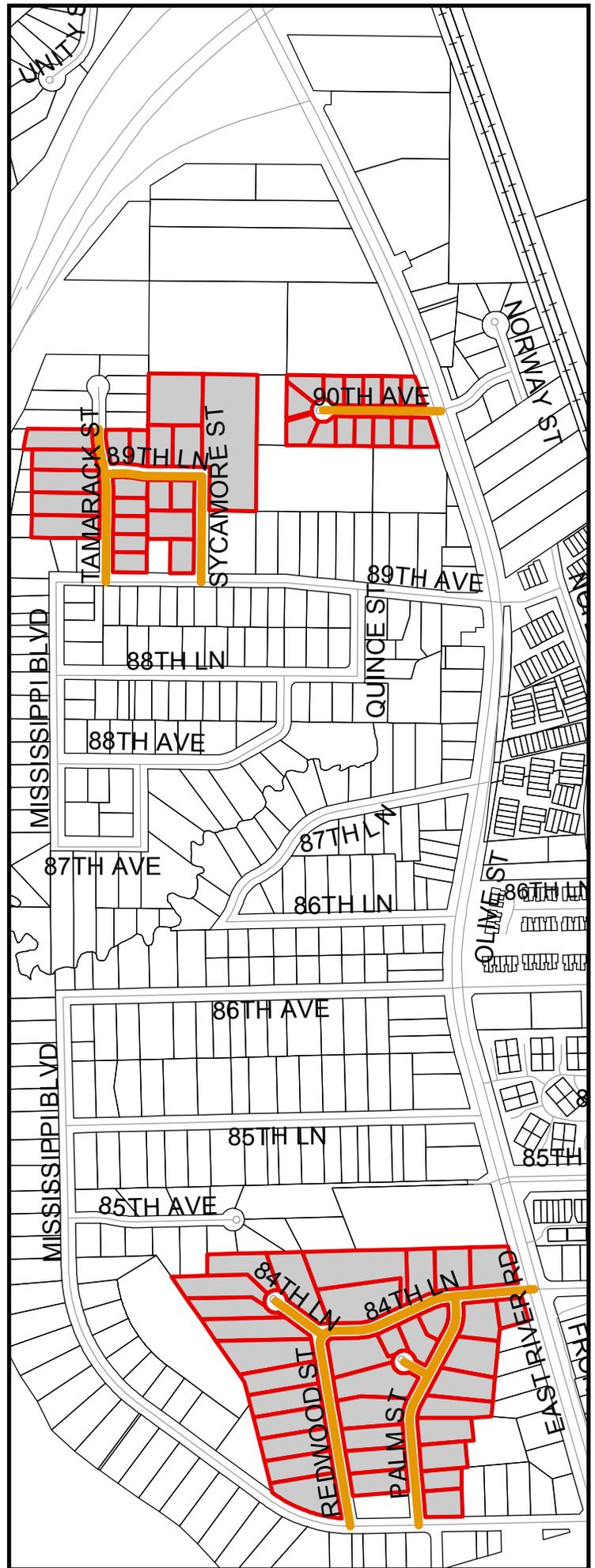
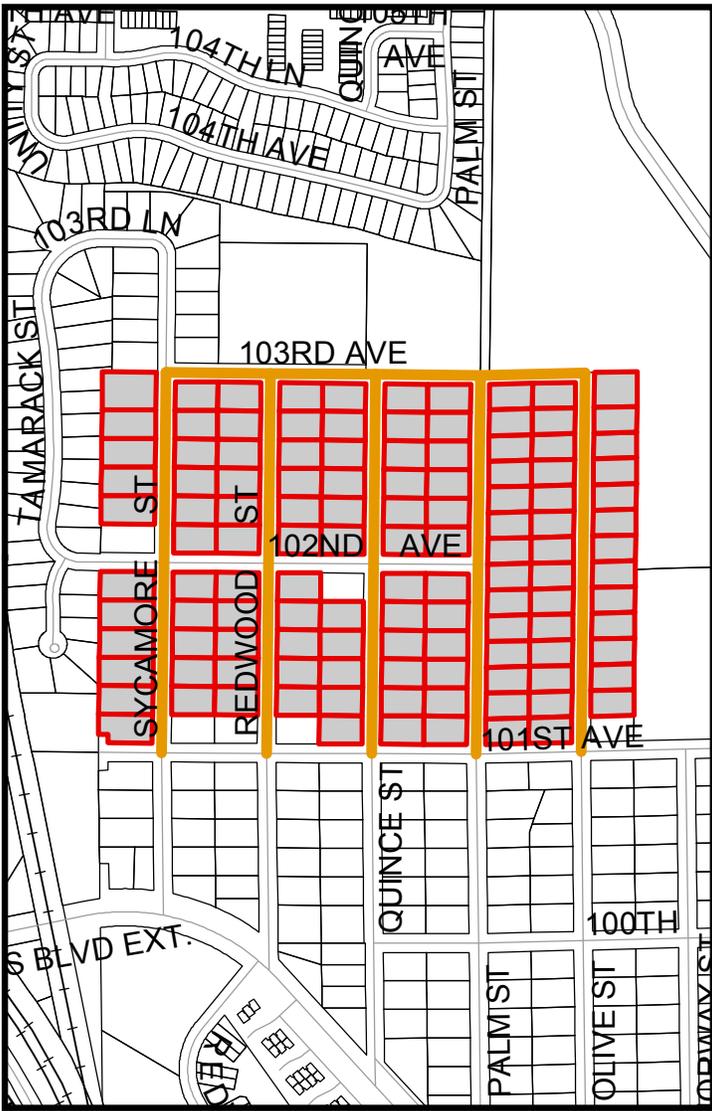
The feasibility report will include an estimated project cost along with impacts to the General Fund, Utility Fund and Storm Water Utility Fund. It will also identify the amount proposed for special assessments.

Attachments

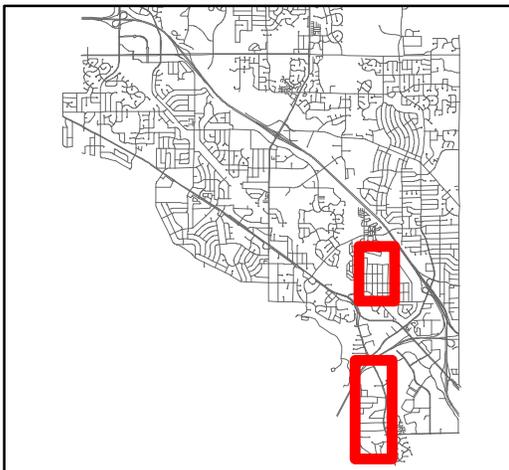
14-4 Location Map

Resolution No. 14-4(3)

Resolution No. 14-4(6)



**Project 14-4
Residential Street Reconstruction
2.5 miles**



RESOLUTION NO. 14-4(3)

**(3) RESOLUTION ORDERING PREPARATION OF
FEASIBILITY REPORT ON IMPROVEMENT
(NO PETITION OR INADEQUATE PETITION)**

WHEREAS, it is proposed to improve residential streets north of Coon Rapids Boulevard between 101st Avenue NW from Sycamore Street to Olive Street and residential streets between Mississippi Boulevard and 84th Lane west of East River Road and to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Sections 429.011 to 429.111,

NOW THEREFORE BE IT RESOLVED BY THE CITY OF COON RAPIDS, MINNESOTA:

That the proposed improvement be referred to the City Engineering Division and the City Engineering Division is hereby instructed to prepare and submit to the Council a feasibility report indicating in a preliminary manner whether the proposed improvement is necessary, cost effective, and feasible, whether it should best be constructed as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Adopted this 19th day of November, 2013.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

RESOLUTION NO. 14-4(6)

(6) RESOLUTION ORDERING PREPARATION OF PLANS

WHEREAS, it is proposed to improve residential streets north of Coon Rapids Boulevard between 101st Avenue NW from Sycamore Street to Olive Street and residential streets between Mississippi Boulevard and 84th Lane west of East River Road by street reconstruction; and

WHEREAS, the City of Coon Rapids expects to reimburse all or a portion of the project expenditures with the proceeds of debt to be incurred by the City; and

WHEREAS, this declaration is made pursuant to Section 1.103-18 of the Income Tax Regulations of the Internal Revenue Service.

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

The City Engineering Division is hereby designated as the engineer for this improvement. The City Engineering Division shall prepare plans and specifications for the making of such improvement.

Adopted this 19th day of November, 2013.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

12.

Meeting Date: 11/19/2013

Subject: Bond Issuance

From: Sharon Legg, Finance Director

INTRODUCTION

A bond issue is being proposed to be sold on or about December 10, 2013.

DISCUSSION

Staff is recommending that the City Council authorize the attached resolution providing for the issuance of G.O. Improvement Bonds and G.O. Water Revenue Bonds, Series 2013B. This is to take advantage of lower interest rates due to the economy and the ability to issue bonds in one calendar year of up to \$10 million with the bonds being bank qualified. The G.O. Improvement Bonds will fund the following street projects:

- Project 13-1, 2013 Street Reconstruction, W. of Crooked Lake Blvd.
- Project 13-2 2013 Street Reconstruction, Woodcrest Blvd.
- Project 13-3 2013 Street Reconstruction, 113th between Hanson Blvd./Robinson Dr.
- Project 13-4 2013 Street Reconstruction, Blackfoot Street
- Project 13-8 2013 Street Reconstruction, E. of Crooked Lake Blvd.
- Project 13-9 2013 Street Reconstruction, W. of Robinson

In addition to the improvement bonds, staff is recommending the City sell water revenue bonds to fund the portion of the 2013 and 2014 water infrastructure that is repaired along with street reconstruction. This is the replacement of valves, hydrants and deficient pipework. This is not the full scale watermain replacement but rather continuing replacement of necessary infrastructure while working in the immediate area as has been done in the past.

RECOMMENDATION

Staff recommends adoption of Resolution 13-105 Providing for the Sale of \$5,640,000 G.O.Bonds, Series 2013B.

Attachments

RS 13-105

RESOLUTION NO. 13-105

**Resolution Providing for the Sale of
\$5,640,000 General Obligation Bonds, Series 2013B**

WHEREAS, the City Council of the City of Coon Rapids, Minnesota, has heretofore determined that it is necessary and expedient to issue the City's \$5,640,000 General Obligation Bonds, Series 2013B (the "Bonds"), to finance various 2013 and 2014 street and water utility projects for the City; and

WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the Bonds and is therefore authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coon Rapids, Minnesota, as follows:

1. Authorization; Findings. The City Council hereby authorizes Ehlers to solicit proposals for the sale of the Bonds.
2. Meeting; Parameters for Proposal Opening. The City Council shall meet at 7:00 p.m. on December 3, 2013, for the purpose of setting parameters for the awarding of sale of the Bonds.
3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

Adopted by the Coon Rapids City Council this 19th day of November 2013.

Tim Howe, Mayor

Catherine M. Sorensen, City Clerk



City Council Regular

13.

Meeting Date: 11/19/2013

Subject: Harvest Grill

Submitted For: Steve Gatlin, City Manager

From: David Brodie, City Attorney

INTRODUCTION

Jason Hines of Potluck Catering/The Harvest Grill at Bunker Hills has requested that Council consider an amendment to his current lease agreement with regard to weekly rent payments and payment currently owed for his portion of the new monument sign at Bunker Hills.

DISCUSSION

Mr. Hines has requested that he be allowed to make weekly rent payments through December for rent due at Bunker Hills. The current lease does not allow for weekly rent payments. Mr. Hines also has requested that the \$20,000 he owes the City for his portion of the new monument sign and building signs be rolled into a new payment schedule similar to the one that of the Third Lease Amendment.

Staff has discussed the requests with Council has prepared a Fifth Amendment to the Lease for you review. Key terms of the Fifth Amendment to the Lease include:

1. Ability to make weekly payments for October and November rent including taxes, utilities, incentive rent.
2. Monies owned for monument signage and building signage (\$20,000) will be added to the the payment schedule for rent as established in the Third Lease Amendment with a new term of three years ending December 1, 2016 at an interest of 7.5%. Repayment will be per schedule attached to Amendment as Exhibit 5.1
3. Mr. Hines would provide City with all financials for his Bunker Hills Harvest Grill operation, same as outlined in Item 9 of Third Amendment to Lease Agreement dated February 8, 2012.
4. All delinquent property taxes would be paid within 30 days of the amendment execution.
5. Payments to City will be in form of cashier's checks or certified checks.
6. Original lease terms will be strictly enforced in terms of payment due dates.

RECOMMENDATION

Council is asked to approve the Fifth Amendment to the Lease Agreement Bunker Hills Golf Course Restaurant and Catering Provider, Potluck Catering, Inc., d/b/a Town and Country Caterers.

Attachments

Fifth Amendment to Lease

**FIFTH AMENDMENT TO
LEASE AGREEMENT**

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

THIS FIFTH AMENDMENT TO LEASE AGREEMENT (“Fifth Amendment”) made and entered into this _____ day of November, 2013, by and between the City of Coon Rapids, a Minnesota municipal corporation, hereinafter referred to as “City”, and Potluck Catering, Inc., d/b/a Town and Country Caterers, a Minnesota corporation, hereinafter referred to as “Tenant.”

WITNESSETH:

The City and Tenant entered into a Commercial Lease Agreement dated September 21, 2010 (“the Lease”), concerning the restaurant, banquet facility, and bar and grill portions of the clubhouse at the Bunker Hills Golf Course (“the Golf Course”). The Tenant is now conducting business at the Golf Course doing business as “the Harvest Grill.”

The City and Tenant entered into a First Amendment to Commercial Lease Agreement dated December 18, 2011 (“the First Amendment”) modifying certain provisions of the Lease related to the impact of the reconstruction of County Road 14/Main Street and the closure of the road as part of that project. The City and Tenant entered into a Second Amendment to Commercial Lease Agreement dated January 17, 2012 (“the Second Amendment”) modifying certain provisions of the First Amendment as part of the ongoing negotiations related to the impact of the County Road 14/Main Street road closure. The City and Tenant entered into the Third Amendment to the Commercial Lease dated February 8, 2012 modifying the certain provisions for the 2012 lease year to allow the Tenant to remain open while maintain the service level expectations of the City. The City and Tenant entered into the Fourth Amendment allowing Tenant to sublease space in the Premise to a third party for charitable gambling

Tenant has come forth to the City requesting the ability to make weekly payments of rent and other expenses and to include Tenant's share of signage into current repayment schedule. This Fifth Amendment seeks to show the City’s and the Tenant’s good faith efforts to a successful long-term clubhouse relationship as vital to the public interest in the City of Coon Rapids.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the Lease, is hereby amended as follows:

1. **DEFINITIONS.** All capitalized terms, not otherwise separately defined herein, shall have the meanings ascribed to them in the Lease and/or the Amendments to the Lease.

2. 2013 RENT. Paragraph 5 of the Lease is hereby modified to reflect that Tenant shall pay to the City the remaining 2013 rent (October-December) including base rent, utilities, taxes, and incentive rent on a weekly basis. Each payment shall be made on Monday and the first five payments in total shall equal the October, November rent and delinquent utilities. The weekly payments will commence on Monday November 4. The first payment shall in be in the amount of \$14,157.61. The remaining four payments shall be in the amount of \$16,434.61 and due on November 11, November 18, November 25 and December 2. Tenant shall pay December's rent including base rent, utilities, taxes, and incentive rent on December 2, 2013 and continue monthly rental payments as described in Paragraph 5 of the Lease. Per the Lease, all rent is due on the first of each of month and no grace period exist for late payments.

3. PAYMENT METHOD. For the length of the remaining Lease, Tenant shall pay all payments owed including rent, utilities, taxes and incentive rent in the form of a Cashier's Check or Certified Check.

4. ARREARS REPAYMENT. Tenant currently is paying past due rent and utilities to the City pursuant to Paragraph 4 of the Third Amendment to the Lease. City agrees that additional amount owed of \$20,000 for signage will be added to the existing principal balance on January 1, 2014. Tenant shall continue to re-pay the delinquency on a monthly basis as shown on the amortization schedule attached to this Fifth Amendment as Exhibit A5-1. However, if Tenant's gross sales or total income, as measured by Tenant's gross receipts reported to the State of Minnesota for sales tax purposes, exceed Tenant's monthly expenses including rent, as measured by the financial reporting requirements in paragraph 6 of this Fifth Amendment, Tenant shall pay such excess to the City. Any such excess received by the City shall first be credited by the City to the Delinquency and then shall be retained by the City as incentive rent. Tenant will pay any delinquent personal property tax to Anoka County by no later than December 19, 2013.

5. PERSONAL PROPERTY TAX PAYMENT. Tenant will pay \$6,250.00 per month to the City until such time as Tenant's yearly personal property tax obligation has been reached. The City shall hold said amounts to pay Anoka County when due for Tenant's personal property tax account as required in paragraph 22 of the Lease. All other terms and conditions of paragraph 22 of the Lease shall remain in full force and effect.

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

created the discrepancies or irregularities to avoid paying the rent, the delinquency, or incentive rent as described in Lease and the Amendments, the City may terminate the lease.

7. FULL FORCE AND EFFECT. Except as expressly amended by the provisions of this Fifth Amendment, the terms and conditions contained in the Lease, the First Amendment, the Second Amendment, Third Amendment and Fourth Amendment shall continue to govern the rights and obligations of the parties and the Lease shall remain in full force and effect until and unless expressly modified by the parties in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the day and year above written.

CITY OF COON RAPIDS

By: _____
Tim Howe, Mayor

By: _____
Steve Gatlin, City Manager

POTLUCK CATERING, INC.

By: _____
Jason Hines, Owner and Operator

KB & J'S ENTERPRISES, INC.

By: _____
Jason Hines

By: _____
Kim T. Hines

CONTINUING PERSONAL GUARANTY

As additional inducement for the City to enter into this Fifth Amendment, the undersigned jointly and severally and unconditionally guarantees that the Tenant will make all payments and meet any and all debts, liabilities, and obligations of every nature or form, now existing or hereafter arising or acquired under this Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Lease fully and promptly. If the Tenant defaults, the undersigned will immediately be responsible for and pay all sums due under the terms of the Lease, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and this Fifth Amendment, and all amounts payable under the equipment leases. If it is necessary for the City to proceed legally to enforce this Guaranty, the undersigned expressly consents to the jurisdiction of the State of Minnesota, Tenth Judicial District, with venue in Anoka County and to pay all costs, including reasonable attorneys fees incurred in enforcement of this guaranty and waives any right to a jury trial. It is not necessary for the City to proceed against the Tenant before enforcing this guaranty.

<u>Kim T. Hines</u>	<u>X</u>	
Name of Guarantor	Signature	Dated

<u>Jason Hines</u>	<u>X</u>	
Name of Guarantor	Signature	Dated