



Council Work Session - 6:30 p.m.
Council Work Session - Immediately Following Regular Meeting

CITY COUNCIL AGENDA

Tuesday, February 17, 2015

7:00 p.m.

Coon Rapids City Center

Council Chambers

Call to Order

Pledge of Allegiance

Roll Call

Adopt Agenda

Proclamations/Presentations

1. Presentation of Snowflake Days Chili Challenge Trophy and Donation to Hope 4 Youth

Approval of Minutes of Previous Meeting

2. Minutes of February 3, 2015

Consent Agenda

3. Approve Resolution 15-35, Accepting MN BCA Software Grant
4. Adopt Resolution 15-37, Approving New Gambling Premises Permit for Coon Rapids Youth Hockey Association
5. Informational Item: Corporate Officer Change - Famous Dave's 3211 Northdale Boulevard
6. Receive Year End Gambling Expenditure Report
7. Receive Gambling Report and Authorize Payment to Community Strength Foundation
8. Approve Temporary On-Sale Intoxicating Liquor License to Conduct Wine Tasting for Faith Lutheran Church of Coon Rapids
9. Approve New Gambling Premise Permit for Coon Rapids Mat Bandits Wrestling Club
10. Informational Item: Corporate Officer Change - Cub Foods South 2050 Northdale Boulevard

11. Adopt Resolution 15-41, Appointing Bruce Sanders to Police and Firefighter's Civil Service Commission
12. Adopt Resolution 15-40 Appointing Ronald Bradley to Board of Adjustment and Appeals
13. Adopt Resolution 15-39, Appointing Mary Schmolke and Ray Knoblauch to the Planning Commission

Public Hearing

14. Hold Public Hearing/Assessment Hearing, Adopt Resolution 15-1(6A) Ordering Project, Adopt Resolution 15-1(8) Approving Plans and Specifications
15. Hold Public Hearing/Assessment Hearing, Adopt Resolution 15-3(6A) Ordering Project, Adopt Resolution 15-3(8) Approving Plans and Specifications
16. Hold Public Hearing/Assessment Hearing, Adopt Resolution 15-2(6A) Ordering Improvement, Adopt Resolution 15-2(8) Approving Plans and Specifications

Bid Openings and Contract Awards

Old Business

17. Consider Approval of Therapeutic Massage Enterprise License for Therapeutic Spa, Inc dba Oriental Massage, 2740 Main Street, Suite 116
18. Consider Adoption of Ordinance 2129 Adding Procedure for Approval of Ordinance Amendments

New Business

19. Consider Introduction of Ordinance Regarding Chapter 8-1200 - Surface Water Management
20. Consider Resolution 15-36 Calling for Public Hearing to Establish Tax Increment Financing District 1-31, 110xx Crooked Lake Boulevard
21. Consider Introduction of Ordinance Amendment Adopting 2015 State Building Code
22. Consider Approval of Service Agreement with MHC Bunker Hills
23. Consider Adopting Resolution 15-5(8) Approving Plans and Specifications and Ordering Advertisement for Bids for Project 15-5
24. Consider Introduction of Ordinance Revising Temporary On-Sale Intoxicating Liquor Licenses and Ordinance Allowing Malt Beverages/Wine in City Parks

Open Mic/Public Comment

Reports on Previous Open Mic

Other Business

Adjourn



City Council Regular

1.

Meeting Date: 02/17/2015

Subject: Presentation of Snowflake Days Chili Challenge Trophy and Donation to Hope 4 Youth

From: Joan Lenzmeier, City Clerk

INTRODUCTION

DISCUSSION

RECOMMENDATION



City Council Regular

2.

Meeting Date: 02/17/2015

SUBJECT: Minutes of February 3, 2015

Attachments

February 3, 2015 Minutes

UNAPPROVED

COON RAPIDS CITY COUNCIL MEETING MINUTES OF FEBRUARY 3, 2015

CALL TO ORDER

The first regular meeting of the Coon Rapids City Council for the month of February was called to order by Mayor Jerry Koch at 7:00 p.m. on Tuesday, February 3, 2015, in the Council Chambers.

PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Koch led the Council in the Pledge of Allegiance.

1. WARD 4 COUNCILMEMBER APPOINTMENT

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT RESOLUTION 15-32, A RESOLUTION APPOINTING JENNIFER GEISLER TO THE VACANT WARD 4 COUNCILMEMBER SEAT.

Councilmember Demmer thanked all who applied for the Ward 4 opening.

THE MOTION PASSED UNANIMOUSLY.

2. OATH OF OFFICE COUNCILMEMBER JENNIFER GEISLER

The Honorable Tammy Fredrickson administered the Oath of Office to newly appointed Councilmember Jennifer Geisler. A round of applause was offered by all in attendance.

ROLL CALL

Members Present: Mayor Jerry Koch, Councilmembers Denise Klint, Ron Manning, Wade Demmer, Jennifer Geisler, Brad Johnson and Steve Wells

Members Absent: None

ADOPT AGENDA

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER WELLS, TO ADOPT THE AGENDA AS AMENDED, REMOVING ITEM 3 AND ITEM 21 FROM THE

AGENDA, AND MOVING ITEM 7 ON THE CONSENT AGENDA TO NEW BUSINESS. THE MOTION PASSED UNANIMOUSLY.

PROCLAMATIONS/PRESENTATIONS

3. SENATOR ALLICE JOHNSON AND REPRESENTATIVE JERRY NEWTON

This item was removed from the agenda.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

4. JANUARY 20, 2015, COUNCIL MEETING

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER WELLS, FOR APPROVAL OF THE MINUTES OF THE JANUARY 20, 2015, COUNCIL MEETING.

Mayor Koch noted a spelling correction on Page 4 of the minutes.

THE MOTION PASSED 5-0-2 (GEISLER AND KLINT ABSTAINED).

CONSENT AGENDA/INFORMATIONAL BUSINESS

5. AUTHORIZE EXECUTION OF AMENDED JOINT POWERS AGREEMENT – STREET MAINTENANCE MATERIALS CONTRACT
6. AUTHORIZE EXECUTION OF JOINT POWERS AGREEMENT WITH THE NATIONAL JOINT POWERS ALLIANCE
7. ~~APPROVE SERVICE AGREEMENT WITH ALEXANDRA HOUSE~~
8. ACCEPT RESIGNATION OF GARY WESSLING FROM THE BOARD OF ADJUSTMENT AND APPEAL AND DECLARE A VACANCY ON THE BOARD OF ADJUSTMENT AND APPEALS
9. ACCEPT A GRANT FROM MN DEPARTMENT OF PUBLIC SAFETY TO FUND A FULL-TIME DWI OFFICER

Police Chief Wise discussed the grant the City received from the Minnesota Department of Public Safety which would allow the City to have a full-time DWI officer on the streets. He saw this as a tremendous opportunity for the City of Coon Rapids.

Councilmember Johnson asked if the grant would cover court and overtime fees. Police Chief Wise reported the grant would cover all of these expenses. He explained the City would have to provide fuel for the officer's vehicle.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER GEISLER,

FOR APPROVAL OF THE CONSENT AGENDA AS AMENDED REMOVING ITEM 7. THE MOTION PASSED UNANIMOUSLY.

PUBLIC HEARING

10. PUBLIC HEARING MISCELLANEOUS ASSESSMENTS 2015-1 – CONSIDER RESOLUTION 15-27 THROUGH 15-30 MISCELLANEOUS SPECIAL ASSESSMENTS

The Staff report was shared with Council.

Mayor Koch opened and closed the public hearing at 7:12 p.m. since no one appeared to address the Council.

Finance Director Legg noted that staff had collected 19 appeals prior to the meeting and this evening. She noted that the tentative amounts on the Resolutions would need to be adjusted.

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT RESOLUTION 15-27 ADOPTING 2015(1) MISCELLANEOUS SPECIAL ASSESSMENTS (UNOPPOSED ONE YEAR); RESOLUTION 15-28 ADOPTING 2015(1) MISCELLANEOUS SPECIAL ASSESSMENTS (UNOPPOSED THREE YEAR); RESOLUTION 15-29 ADOPTING 2015(1) MISCELLANEOUS SPECIAL ASSESSMENTS (UNOPPOSED FIVE YEAR); AND RESOLUTION 15-30 ADOPTING 2015(1) MISCELLANEOUS SPECIAL ASSESSMENTS (UNOPPOSED TEN YEAR). THE MOTION PASSED UNANIMOUSLY.

11. HOLD PUBLIC HEARING ON ESTABLISHMENT OF HOUSING IMPROVEMENT AREA FOR THOUSAND OAKS IV TOWNHOUSES AND CONSIDER INTRODUCTION OF ORDINANCE

The Staff report was shared with Council.

Mayor Koch asked why windows could not be included in the housing improvement project. City Attorney Brodie advised that the townhome association has designated that windows were not viewed as a common element and therefore were not included in the project.

Mayor Koch opened the public hearing at 7:20 p.m.

Judy Anderson, 1037 124th Circle NW, requested the item before the Council be tabled in order to allow the numbers to be audited by an outside source. She explained that the association had some trust issues at this time. She stated that she has started a petition and has nine signatures.

Elmer Bebenstein, 1039 124th Circle NW, discussed an association meeting that was held at the

Blaine Public Library. He was surprised that insulation was being included in the housing improvement project. He believed that this item should be excluded. He reported he recently had an inspection done on his property and saw no need for the insulation to be removed and replaced. He expressed concern with the number of items that were included in the improvement project as it differed from those discussed by the association previously. He did not agree that additional money should be sent until full disclosure of the association's finances were provided to the townhome owners.

Darcy Christensen, 1001 124th Circle NW, questioned how assessments would be managed when a townhome unit was sold. Mayor Koch stated this would be negotiated at between the buyer and seller at the time of closing.

Ms. Christensen asked how long the terms of the assessment would be. Finance Director Legg explained the assessment had a term of 15 years and could be prepaid with no fine.

Greg Pederson, 1409 Osborne Road in Spring Lake Park, stated he owns Reserve Data Analysis and he assisted the Thousand Oaks IV Townhome Association with the long-range financial plan. He stated he assisted with the informational meeting the association held several weeks ago. He discussed the benefits of the HIA and provided comment on the maintenance issues that were included in the townhome project. He explained that the insulation was being replaced due to the number of ice dams throughout the association. He believed that the venting in the attic also had to be addressed. He reiterated that the townhome association would need support from a super majority in order for the work to proceed.

Phil Ommeroth, 1036 124th Circle, stated he was speaking on behalf of his daughter. He reported he was the President of the Timbers Townhome Association, which had just completed a similar housing improvement project. He sensed that while the project passed initially, there were growing concerns. He recommended that the matter before the Council be tabled in order to allow the association to address the financial concerns further.

Mr. Pederson discussed the State Statutes that Thousand Oaks was organized under and stated the association was required to maintain and fund a reserve requirement fund.

Mayor Koch closed the public hearing at 7:45 p.m.

Councilmember Manning reported that the Council was simply being asked to introduce an Ordinance this evening and encouraged the association to discuss the project further to address the proposed housing improvement project concerns.

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER GEISLER, TO INTRODUCE ORDINANCE ESTABLISHING HOUSING IMPROVEMENT AREA FOR THAT PORTION OF THOUSAND OAKS IV TOWNHOUSES LOCATED ALONG 124TH CIRCLE.

Councilmember Geisler explained that the Ordinance was only being introduced this evening and would have to come back before the Council at a future meeting prior to being approved.

Councilmember Wells stated that the project would only go forward if a majority of townhome owners approved. He indicated the City was simply trying to assist with facilitating the project.

THE MOTION PASSED UNANIMOUSLY.

BID OPENINGS AND CONTRACT AWARDS

None.

OLD BUSINESS

12. CONSIDER ADOPTION OF ORDINANCE 2128, AN ORDINANCE REVISING ACCREDITATION REQUIREMENTS FOR THERAPEUTIC MASSAGE

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER MANNING, TO ADOPT ORDINANCE 2128, AN ORDINANCE REVISING THE ACCREDITATION REQUIREMENTS FOR THERAPEUTIC MASSAGE THERAPISTS. THE MOTION PASSED UNANIMOUSLY.

NEW BUSINESS

13. CONSIDER APPROVAL OF RESOLUTION APPROVING REGISTERED LAND SURVEY, DELEO AND RMS COMPANY, 8600 EVERGREEN BOULEVARD

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER DEMMER, TO APPROVE A RESOLUTION APPROVING THE REGISTERED LAND SURVEY WITH THE FOLLOWING CONDITIONS:

1. ALL COMMENTS OF THE ASSISTANT CITY ENGINEER BE ADDRESSED.
2. ALL COMMENTS OF ANOKA COUNTY HIGHWAY DEPARTMENT ADDRESSED.

THE MOTION PASSED UNANIMOUSLY.

14. CONSIDER INTRODUCTION OF ORDINANCE ADDING PROCEDURE FOR APPROVAL OF ORDINANCE AMENDMENTS

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER MANNING, TO INTRODUCE THE PROPOSED ORDINANCE APPROVING THE PROPOSED ORDINANCE AMENDMENT FOR THE FOLLOWING:

1. ADD SECTION 11-304.12 ADDING PROCESS FOR APPROVING AN ORDINANCE AMENDMENT.
2. ADD THE REQUIREMENT IN TABLE 11-305.3(1) FOR TO INCLUDE ACTION FOR AN ORDINANCE AMENDMENT

THE MOTION PASSED UNANIMOUSLY.

15. CONSIDER APPROVAL OF SPECIFICATIONS FOR PURCHASE OF SELF CONTAINED BREATHING APPARATUS FOR THE FIRE DEPARTMENT AND AUTHORIZE ADVERTISEMENT FOR BIDS

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER JOHNSON, TO APPROVE SPECIFICATIONS FOR THE PURCHASE OF THE SCBAS AND AUTHORIZE THE ADVERTISEMENT FOR BIDS. THE MOTION PASSED UNANIMOUSLY.

16. APPROVE SPECIFICATIONS FOR WATER TREATMENT CHEMICALS AND ORDER ADVERTISEMENT FOR BIDS

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER WELLS, TO APPROVE SPECIFICATIONS FOR THE PURCHASE OF WATER TREATMENT CHEMICALS AND AUTHORIZE THE ADVERTISEMENT FOR BIDS. THE MOTION PASSED UNANIMOUSLY.

17. CONSIDER RESOLUTION 15-31 AUTHORIZING SALE OF TAX-FORFEITED

PROPERTY

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER GEISLER, TO ADOPT RESOLUTION 15-31 AUTHORIZING THE SALE OF TAX-FORFEITED PROPERTIES IN THE FOLLOWING MANNER:

1. [35-31-24-11-0016](#). SELL THE PROPERTY TO THE HIGHEST BIDDER.
2. [35-31-24-43-0034](#). SELL THE PROPERTY TO THE ABUTTING LANDOWNER.
3. [24-31-24-13-0088](#). SELL THE PROPERTY TO THE ABUTTING LANDOWNER.
4. [25-31-24-13-0055](#). SELL THE PROPERTY TO THE ABUTTING LANDOWNER.
5. [25-31-24-41-0008](#). SELL THE PROPERTY TO THE ABUTTING LANDOWNER.
6. [09-31-24-24-0018](#). SELL THE PROPERTY TO THE ABUTTING LANDOWNER.
7. [04-31-24-24-0058](#). SELL THE PROPERTY TO THE HIGHEST BIDDER.
8. [04-31-24-24-0059](#). SELL THE PROPERTY TO THE HIGHEST BIDDER.
9. [04-31-24-24-0060](#). SELL THE PROPERTY TO THE HIGHEST BIDDER.

THE MOTION PASSED UNANIMOUSLY.

18. CONSIDER APPROVAL TO PURCHASE EQUIPMENT FOR GOLF COURSE

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER WELLS, TO LEASE TO OWN OVER FIVE YEARS 100 GOLF CARTS, SIX GAS MAINTENANCE VEHICLES AND TWO ELECTRIC MAINTENANCE VEHICLES; TO PURCHASE OF TWO GREENS MOWERS AND TWO FAIRWAY MOWERS FROM MTI DISTRIBUTING, INC. AT A NET COST OF \$151,737 AFTER SALES TAX AND TRADE IN ALLOWANCE; AND TO PURCHASE ONE USED SIX PERSON PEOPLE MOVER AND THREE HOSPITALITY VEHICLES FROM CLUB CAR AT A TOTAL COST OF \$20,657.

Councilmember Manning asked if there was a buyout for the golf carts after the five year lease. Bunker Hills Golf Director Anderson explained that there would be a \$1 buyout for each of the carts after five years.

THE MOTION PASSED UNANIMOUSLY.

19. CONSIDER SELECTION OF CONSULTANT TO PERFORM EXECUTIVE SEARCH SERVICES FOR CITY MANAGER POSITION

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER MANNING, TO SELECT A CONSULTANT TO PERFORM EXECUTIVE SEARCH SERVICES AND TO AUTHORIZE CITY STAFF TO WORK WITH THE DESIGNATED CONSULTANT TO BEGIN THE SEARCH PROCESS. THE MOTION PASSED UNANIMOUSLY.

20. CONSIDER RESOLUTION 16-6(8) APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS – PROJECT 15-6, 2015 SANITARY SEWER LINING
-

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT RESOLUTION NO. 15-6(8) APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR THE 2015 SANITARY SEWER LINING PROGRAM. THE MOTION PASSED UNANIMOUSLY.

21. CONSIDER INTRODUCTION OF ORDINANCE REVISING TEMPORARY ON-SALE INTOXICATING LIQUOR LICENSES
-

This item was removed from the agenda.

22. APPROVE SERVICE AGREEMENT WITH ALEXANDRA HOUSE
-

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER WELLS, TO APPROVE THE SERVICE AGREEMENT WITH ALEXANDRA HOUSE.

Councilmember Klint understood there were many organizations working to meet the needs of the community. She requested Police Chief Wise provide further information on how the Alexandra House assisted the City. Police Chief Wise explained the Alexandra House assisted the Police Department in domestic abuse situations and played a vital role in providing a safe haven for victims. City Attorney Brodie commented that his office provided legal services to victims through the Alexandra House.

Councilmember Johnson appreciated the collaborative efforts between the Alexandra House, the Police Department and the City Attorney’s office. He recommended the Council support the service agreement.

Mayor Koch believed that the contribution to Coon Rapids residents provided by the Alexandra House far exceeded the expense borne by the City.

THE MOTION PASSED UNANIMOUSLY.

OPEN MIC/PUBLIC COMMENT

Mayor Koch reviewed the rules of order for the Open Mic/Public Comment portion of the meeting.

Jerry Pierce, 12236 Partridge Street, congratulated Jennifer Geisler on being appointed to the Ward 4 Council seat. He believed a committee should be formed to assist with the City Manager search. He then discussed the potential expense of a search committee and estimated it could cost up to \$50,000. He encouraged the Council to be wise in its selection of the City's next City Manager.

Councilmember Johnson requested information from staff on the expense of hiring a consultant to assist the City with its City Manager search. City Manager Gatlin explained that both firms submitted a bid of \$18,500.

REPORTS ON PREVIOUS OPEN MIC

Mayor Koch discussed the comments made during Open Mic at the January 20, 2015 Council meeting.

OTHER BUSINESS

City Manager Gatlin introduced newly hired Community Development Director Grant Fernelius to the City Council.

Mayor Koch discussed the upcoming events scheduled for Snowflake Days. He noted the Chili Challenge would be held on Thursday, February 5th. He explained that a listing of all planned event were available online.

ADJOURN

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER WELLS,
TO ADJOURN THE MEETING AT 8:21 P.M. THE MOTION PASSED UNANIMOUSLY.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

3.

Meeting Date: 02/17/2015

Subject: Approve Resolution 15-35, Accepting MN BCA Software Grant

Submitted For: Douglas Johnson, Assistant City Attorney

From: Douglas Johnson, Assistant City Attorney

INTRODUCTION

Council is asked to adopt a resolution accepting a grant from the Minnesota Bureau of Criminal Apprehension (BCA) of up to \$10,000 for software enhancements to the City Attorney Office's prosecution case management system.

DISCUSSION

Late last year, the City Attorney's Office applied to the BCA for a grant that would enhance its capability to receive police reports and data from police agencies through the BCA's secure Criminal Justice Data Network (CJDN). Currently, when police reports are generated by law enforcement agencies for cases we prosecute, they are emailed to us, and we manually input them into our case management system. This change would allow those agencies to send reports and data directly to the BCA, earmarked for our agency's consumption. This process much more secure and automated than our current system. The change will particularly help us to get case files and data from outside agencies such as the state patrol and sheriff's offices.

We will need to engage a software developer to help with communications logic to accomplish the send and receive protocols needed to implement the data transfer. Our case management system is currently able to consume the data that will be received. Based on our conversations with the software developer we engaged a number of years ago to help us with eCharging software, we expect to build this solution at or under budget before July 1, 2015, and will be able to roll out the enhancements on or before that date.

RECOMMENDATION

Staff recommends Council approve Resolution No. 15-35 to accept BCA grant for software enhancements to the prosecution case management system.

Attachments

15-35 Resolution

RESOLUTION NO. 15-35

**A RESOLUTION TO ACCEPT THE GRANT OF MONIES FROM THE
MINNESOTA BUREAU OF APPREHENSION TO ENHANCE
CRIMINAL JUSTICE DATA NETWORK CAPABILITIES FOR
COON RAPIDS PROSECUTION AND DATA PARTNERS**

WHEREAS, the City of Coon Rapids City Attorney's Office has applied for a grant from the Minnesota Bureau of Apprehension (BCA) to enhance its ability to gather data and police reports from state and local agencies regarding crimes prosecuted by the office; and

WHEREAS, the BCA has approved the grant for up to \$10,000.00 for software development to assist the data transfer across the Criminal Justice Data Network (CJDN) for use by the City;

WHEREAS, the City's current prosecution software is able to harvest the data and integrate it into its current case management system, which is used by the City and several dozen other jurisdictions throughout the State of Minnesota;

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

WHEREAS, the City Council finds that it is in the best interests of the City to authorize the receipt and use of the grant.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Coon Rapids that the Minnesota Bureau of Apprehension (BCA) Grant is hereby accepted;

BE IT FURTHER RESOLVED that the Mayor and City Manager are authorized to execute all appropriate forms to effectuate it; and

BE IT FURTHER RESOLVED that the City of Coon Rapids hereby extends its appreciation to the Minnesota Bureau of Apprehension (BCA) for its award of the grant.

Adopted by the Coon Rapids City Council this 17th day of February, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

4.

Meeting Date: 02/17/2015

Subject: Adopt Resolution 15-37, Approving New Gambling Premises Permit for Coon Rapids Youth Hockey Association

Submitted For: Stephanie Lincoln, Deputy City Clerk

From: Stephanie Lincoln, Deputy City Clerk

INTRODUCTION

The Office of the City Clerk has received a Lawful Gambling Premises Permit application from Michelle Picknell-Lange, on behalf of the Coon Rapids Youth Hockey Association, for Scoops Pub. This would allow charitable gambling to be conducted on the premises. Council is asked to adopt a resolution for issuance of a Premises Permit for the Coon Rapids Youth Hockey Association to conduct pull tabs, bar bingo, tipboards, paddlewheel gambling at 482 Northdale Blvd.

DISCUSSION

Coon Rapids Youth Hockey Association has obtained a signed lease agreement with Scoops Pub to conduct charitable gambling at the location of 482 Northdale Blvd. Prior to this, the Coon Rapids Mat Bandits Wrestling Club has held the premises permit, but has recently given notice that they will be discontinuing gambling at this location.

On February 11, 2015, the Coon Rapids Youth Hockey Association gave notice that they will be discontinuing gambling at Broadway Pizza, 3420 129th Ave. With this notice, the number of gambling premises permits that they currently hold are for the following two other sites: CR's Sports Bar, 8525 Cottonwood St. and Chanticlear Pizza, 11706 Crooked Lake Blvd. By obtaining Scoops Pub, the Coon Rapids Youth Hockey Association would have three out of the allowed five locations - two of which being pull-tab dispensing devices. State charitable gambling law requires premises permits for gambling activities be approved or denied by the City Council by resolution.

The appropriate fee has been paid and the Police Department is conducting the necessary background investigation. Approval of the new premises permit is contingent upon the findings of the Police Department background investigation.

RECOMMENDATION

Council is requested to adopt Resolution 15-37 Concurring with Issuance of a Gambling Premises Permit for Coon Rapids Youth Hockey Association at Scoops Pub, 482 Northdale Blvd.

Attachments

coon rapids youth hockey newsite Res. 15-37

RESOLUTION 15-37

**RESOLUTION CONCURRING WITH ISSUANCE
OF A GAMBLING PREMISES PERMIT FOR
COON RAPIDS YOUTH HOCKEY ASSOCIATION AT
SCOOPS PUB, 482 NORTHDALÉ BOULEVARD NW**

WHEREAS, the Coon Rapids City Council has received an application for issuance of a Gambling Premises Permit from Coon Rapids Youth Hockey Association at Scoops Pub, 482 Northdale Boulevard; and

WHEREAS, Minnesota State Gambling Control Division requires the local governing body approve or deny the premises permit by adopting a resolution stating such facts; and

WHEREAS, the resolution must be submitted to the Gambling Control Division and must be valid for a two-year license period; and

WHEREAS, the Coon Rapids City Council has adopted City Code Section 5-2000 which states additional provisions that apply to the issuance of gambling licenses; and

WHEREAS, Coon Rapids Youth Hockey Association meets the criteria established within the City Code.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Coon Rapids, Minnesota hereby concurs with the issuance of a Gambling Premises Permit for Coon Rapids Youth Hockey Association at Scoops Pub, 482 Northdale Boulevard NW, Coon Rapids.

Adopted by the Coon Rapids City Council this 17th day of February, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

5.

Meeting Date: 02/17/2015

Subject: Informational Item: Corporate Officer Change - Famous Dave's 3211 Northdale Boulevard

Submitted For: Stephanie Lincoln, Deputy City Clerk

From: Stephanie Lincoln, Deputy City Clerk

INTRODUCTION

The representative for D&D of Minnesota, Inc. (d/b/a Famous Dave's) has notified the City of a change in their corporate officers.

DISCUSSION

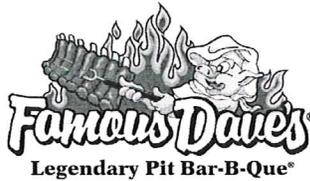
City Code Section 5-216(6) requires that the City Council be notified of any change in legal ownership or beneficial interest of a liquor license holder. The letter advising of their new CEO/President/Director is attached.

RECOMMENDATION

This is provided for information only.

Attachments

Famous Daves Corp Change



FAMOUS DAVE'S OF AMERICA, INC.
12701 WHITEWATER DRIVE, SUITE 200
MINNETONKA, MN 55343

T 952-294-1300 F 952-294-1301

Stephanie Lincoln
City of Coon Rapids
11155 Robinson Drive
Coon Rapids MN 55433

RE: Famous Dave's – Officer Change

Dear Stephanie:

Please be advised that effective 1/1/2015 D&D of Minnesota, Inc. had an officer change.

Paul Zicarelli resigned as CEO/President/Director.

John Beckman has been elected as CEO/President/Director.

Attached please find the Written Action reflecting this change.

Please let me know if you need anything further.

Thank you,
Annette Johnson

612-220-8235
annette@ajlicensing.com

RECEIVED

JAN 29 2015

**WRITTEN ACTION OF THE
BOARD OF DIRECTORS OF
D & D OF MINNESOTA, INC.**

Effective as of January 1, 2015

The undersigned, being the sole member of the Board of Directors of D & D of Minnesota, Inc., a Minnesota corporation (the "Corporation") subject to Chapter 302A of the Minnesota Statutes, do hereby take and adopt the following resolutions:

APPOINTMENT OF DIRECTOR

RESOLVED, that the following individual is hereby appointed as a director to hold office until the next annual meeting of the shareholders and until his successor is appointed and qualified:

John Beckman

ELECTION OF OFFICER

RESOLVED, that the following individual is hereby elected to serve as the President and Chief Executive Officer of the Corporation and to hold such offices until his successor is elected and qualified:

John Beckman

IN WITNESS WHEREOF, the undersigned has signed this Written Action as of the date first written above.

D & D of MINNESOTA, INC.

By: 

Richard Pawlowski
SOLE DIRECTOR

RECEIVED

JAN 29 2015



City Council Regular

6.

Meeting Date: 02/17/2015

Subject: Receive Year End Gambling Expenditure Report

Submitted For: Stephanie Lincoln, Deputy City Clerk

From: Stephanie Lincoln, Deputy City Clerk

INTRODUCTION

City Code 5-2010 requires a semi-annual accounting of gambling expenditures which directly benefit Coon Rapids and cities within the trade area from the organizations licensed by the State Gambling Control Board.

DISCUSSION

Staff has received and reviewed the semi-annual reports for July 1 through December 31, 2014 showing gambling expenditures within the City of Coon Rapids and trade area for the six organizations at 15 locations. The combined net profit this period was reported at \$464,160.29 with expenditures within the trade area (which includes City of Coon Rapids) reported at \$313,181.76. The reported combined expenditures specifically within the City of Coon Rapids was \$292,995.59. All organizations achieved the 60% expenditure requirement within the trade area for this period with the exception of the Coon Rapids Lions. A notice has been sent to the Coon Rapids Lions that outlines the Code requirements.

RECOMMENDATION

Council is requested to receive the gambling expenditure report for the second half of 2014.

Attachments

Gambling Expenditures July to Dec 2014

January 1 - June 30, 2014 Semi-Annual Gambling Expenditures Report

Organization	Net Profit	Coon Rapids Expenditures	Coon Rapids %	Trade Area Expenditures	Trade Area %
American Legion Post #334	\$ 48,707.00	\$ 33,988.86	70%	\$ 43,553.86	89%
Coon Rapids Lions	\$ 10,690.00	\$ 8,889.59	83%	\$ 11,439.59	107%
Coon Rapids Mat Bandits	\$ 103,849.69	\$ 119,061.22	115%	\$ 119,061.22	115%
Coon Rapids National Little League	\$ 54,671.22	\$ 68,033.05	124%	\$ 68,033.05	124%
Coon Rapids VFW Post #9625	\$ 13,408.75	\$ 4,026.07	30%	\$ 18,834.65	140%
Coon Rapids Youth Hockey	\$ 113,789.52	\$ 145,715.72	128%	\$ 145,715.72	128%
1st Half Total	\$ 345,116.18	\$ 379,714.51	110%	\$ 406,638.09	118%

July 1 - December 31, 2014 Semi-Annual Gambling Expenditures Report

Organization	Net Profit	Coon Rapids Expenditures	Coon Rapids %	Trade Area Expenditures	Trade Area %
American Legion Post #334	\$ 81,132.00	\$ 32,325.00	40%	\$ 37,085.00	46%
Coon Rapids Lions	\$ 21,119.00	\$ 5,700.30	27%	\$ 6,200.00	29%
Coon Rapids Mat Bandits	\$ 123,629.96	\$ 95,558.71	77%	\$ 95,558.71	77%
Coon Rapids National Little League	\$ 87,481.76	\$ 73,781.71	84%	\$ 73,781.71	84%
Coon Rapids VFW Post #9625	\$ 35,122.78	\$ 6,965.34	20%	\$ 21,114.06	60%
Coon Rapids Youth Hockey	\$ 115,674.79	\$ 78,664.53	68%	\$ 79,442.28	69%
2nd Half Total	\$ 464,160.29	\$ 292,995.59	63%	\$ 313,181.76	67%

January 1 - December 31, 2014 Semi-Annual Gambling Expenditures Report

Organization	Net Profit	Coon Rapids Expenditures	Coon Rapids %	Trade Area Expenditures	Trade Area %
American Legion Post #334	\$ 129,839.00	\$ 66,313.86	51%	\$ 80,638.86	62%
Coon Rapids Lions	\$ 31,809.00	\$ 14,589.89	46%	\$ 17,639.59	55%
Coon Rapids Mat Bandits	\$ 227,479.65	\$ 214,619.93	94%	\$ 214,619.93	94%
Coon Rapids National Little League	\$ 142,152.98	\$ 141,814.76	100%	\$ 141,814.76	100%
Coon Rapids VFW Post #9625	\$ 48,531.53	\$ 10,991.41	23%	\$ 39,948.71	82%
Coon Rapids Youth Hockey	\$ 229,464.31	\$ 224,380.25	98%	\$ 225,158.00	98%
Grand Total	\$ 809,276.47	\$ 672,710.10	83%	\$ 719,819.85	89%



City Council Regular

7.

Meeting Date: 02/17/2015

Subject: Receive Gambling Report and Authorize Payment to Community Strength Foundation

From: Stephanie Lincoln, Deputy City Clerk

INTRODUCTION

When the Community Strength Foundation was established in 2012, the City Council indicated its intent to contribute 90% of charitable gambling revenues to the Foundation. Council is asked to accept the lawful gambling payments reports for 2014 and authorize the 2014 payment.

DISCUSSION

The City Council has indicated its intent to disburse 90% of available charitable gambling revenue to the Community Strength Foundation. In 2014, the total lawful gambling contribution to the City equaled \$40,716.39 (see attached report for details), making the 90% contribution equal to \$36,644.75.

The 2014 cumulative fund balance for this account is \$17,097.48. In addition to this amount, the cumulative fund balance for the annual TC Gateway grant is \$4,766.10 for a combined total of \$21,863.58. As authorized by State statute and directed by Council in 2012, these funds may be used for projects deemed appropriate by Council.

RECOMMENDATION

Accept the 2014 5% Lawful Gambling Payments Report and authorize the expenditure of \$36,644.75 to the Community Strength Foundation.

Attachments

2014 Lawful Gambling 5%

Lawful Gambling 5% Contributions

2013 5% Lawful Gambling Payments Received

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
American Legion Post 334	\$ 937.15	\$ 1,099.00	\$ 1,696.00	\$ 1,766.00	\$ 5,498.15
Coon Rapids Lions Club	\$ 780.60	\$ 81.05	\$ 550.45	\$ 311.65	\$ 1,723.75
Coon Rapids Mat Bandits	\$ 3,212.41	\$ 2,322.44	\$ 3,166.58	\$ 2,455.49	\$ 11,156.92
Coon Rapids Nat'l Little League	\$ 2,530.56	\$ 1,157.48	\$ 2,447.34	\$ 1,017.78	\$ 7,153.16
Coon Rapids Youth Hockey	\$ 3,144.82	\$ 2,047.07	\$ 2,876.62	\$ 2,429.45	\$ 10,497.96
VFW Post 9625	\$ 159.21	\$ -	\$ 302.82	\$ 11.03	\$ 473.06
Total	\$ 10,764.75	\$ 6,707.04	\$ 11,039.81	\$ 7,991.40	\$ 36,503.00

2014 5% Lawful Gambling Payments Received

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
American Legion Post 334	\$ 1,274.00	\$ 1,162.00	\$ 2,113.00	\$ 1,943.00	\$ 6,492.00
Coon Rapids Lions Club	\$ 534.50	\$ -	\$ 697.05	\$ 358.90	\$ 1,590.45
Coon Rapids Mat Bandits	\$ 3,121.29	\$ 2,323.66	\$ 4,032.38	\$ 2,149.12	\$ 11,626.45
Coon Rapids Nat'l Little League	\$ 2,015.27	\$ 718.29	\$ 3,063.42	\$ 1,310.67	\$ 7,107.65
Coon Rapids Youth Hockey	\$ 3,731.52	\$ 1,957.96	\$ 3,291.57	\$ 2,492.17	\$ 11,473.22
VFW Post 9625	\$ 264.27	\$ 406.20	\$ 994.65	\$ 761.50	\$ 2,426.62
Total	\$ 10,940.85	\$ 6,568.11	\$ 14,192.07	\$ 9,015.36	\$ 40,716.39



City Council Regular

8.

Meeting Date: 02/17/2015

Subject: Approve Temporary On-Sale Intoxicating Liquor License to Conduct Wine Tasting for Faith Lutheran Church of Coon Rapids

Submitted For: Stephanie Lincoln, Deputy City Clerk

From: Stephanie Lincoln, Deputy City Clerk

INTRODUCTION

George Dahlman, on behalf of Faith Lutheran Church of Coon Rapids, 11115 Hanson Blvd, has applied for a temporary on-sale intoxicating liquor license to conduct wine tasting on Saturday, March 21, 2015, from 6:00 - 8:30 PM.

DISCUSSION

The appropriate fees have been paid, the police department has conducted a background investigation and given approval, and the Certificate of Insurance for liquor liability is on file. The on-sale intoxicating liquor license to conduct wine tasting will be valid from 6:00 - 8:30 PM on Saturday, March 21, 2015.

RECOMMENDATION

Council is requested to approve the temporary on-sale intoxicating liquor license to conduct wine tasting for Faith Lutheran Church of Coon Rapids, 11115 Hanson Blvd, from 6:00 - 8:30 PM on Saturday, March 21, 2015.



City Council Regular

9.

Meeting Date: 02/17/2015

Subject: Approve New Gambling Premise Permit for Coon Rapids Mat Bandits Wrestling Club

Submitted For: Stephanie Lincoln, Deputy City Clerk

From: Stephanie Lincoln, Deputy City Clerk

INTRODUCTION

The Office of the City Clerk has received a Lawful Gambling Premises Permit application from Bob Adams, on behalf of the Coon Rapids Mat Bandits Wrestling Club, for Broadway Pizza. This would allow charitable gambling to be conducted on the premises. Council is asked to adopt a resolution for issuance of a Premises Permit for the Coon Rapids Mat Bandits Wrestling Club to conduct pull tabs, bar bingo, and paddlewheel gambling at 3420 - 129th Ave NW.

DISCUSSION

Coon Rapids Mat Bandits Wrestling Club has obtained a signed lease agreement with Broadway Pizza to conduct charitable gambling at the location of 3420 - 129th Ave NW. Prior to this, the Coon Rapids Youth Hockey Association has held the premises permit, but has recently given notice that they will be discontinuing gambling at this location.

On February 10, 2015, the Coon Rapids Mat Bandits Wrestling Club gave notice that they will be discontinuing gambling at Scoops Pub, 482 Northdale Blvd. With this notice, the number of gambling premises permits that they currently hold are for the following two other sites: Short Stop, 421 Northdale Blvd. and Boulevard Bar & Grille, 3395 Coon Rapids Blvd. By obtaining Broadway Pizza, the Coon Rapids Mat Bandits Wrestling Club would have three out of the allowed five locations - two of which being pull-tab dispensing devices. State charitable gambling law requires premises permits for gambling activities be approved or denied by the City Council by resolution.

The appropriate fee has been paid and the police department is conducting the necessary background investigation. Approval of the new premises permit is contingent upon the findings of the Police Department background investigation.

RECOMMENDATION

Council is requested to adopt Resolution 15-38 Concurring with Issuance of a Gambling Premises Permit for Coon Rapids Mat Bandits Wrestling Club at Broadway Pizza, 3420 - 129th Ave NW.

Attachments

Res 15-38 Mat Bandits New Site

RESOLUTION 15-38

**RESOLUTION CONCURRING WITH ISSUANCE
OF A GAMBLING PREMISES PERMIT FOR
COON RAPIDS MAT BANDITS WRESTLING CLUB AT
BROADWAY PIZZA, 3420 129TH AVENUE NW**

WHEREAS, the Coon Rapids City Council has received an application for issuance of a Gambling Premises Permit from Coon Rapids Mat Bandits Wrestling Club at Broadway Pizza, 3420 129th Avenue; and

WHEREAS, Minnesota State Gambling Control Division requires the local governing body approve or deny the premises permit by adopting a resolution stating such facts; and

WHEREAS, the resolution must be submitted to the Gambling Control Division and must be valid for a two-year license period; and

WHEREAS, the Coon Rapids City Council has adopted City Code Section 5-2000 which states additional provisions that apply to the issuance of gambling licenses; and

WHEREAS, Coon Rapids Mat Bandits Wrestling Club meets the criteria established within the City Code.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Coon Rapids, Minnesota hereby concurs with the issuance of a Gambling Premises Permit for Coon Rapids Mat Bandits Wrestling Club at Broadway Pizza, 3420 129th Avenue, Coon Rapids.

Adopted by the Coon Rapids City Council this 17th day of February, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

10.

Meeting Date: 02/17/2015

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

Submitted For: Stephanie Lincoln, Deputy City Clerk

From: Stephanie Lincoln, Deputy City Clerk

INTRODUCTION

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

DISCUSSION

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

RECOMMENDATION

This is provided for information only.

Attachments

Letter - Cub Foods

WRITER'S DIRECT LINE
630-948-6116

UPS

December 31, 2014

Ms. Stephanie Lincoln
Deputy City Clerk
City of Coon Rapids
11155 Robinson Drive NW
Coon Rapids, MN 55433

**RE: Coon Rapids 2002 LLC
d/b/a Cub Foods**

Dear Ms. Lincoln:

With regards to the renewal liquor license for the Cub Foods located at 2050 Northdale Boulevard enclosed please find the following documents:

- **Supporting Documentation for Liquor License Application completed by Kimberly Jean Myrdahl, Vice President of SUPERVALU, Inc.**
- **A check for \$130.00 representing the fee for the background check.**

This should complete our application; however, should you need anything further, please do not hesitate to contact me.

Thank you for your time patience and understanding in this matter.

Sincerely,



Barbra A. Nunziato
Liquor Licensing

enclosure

2014:cubcoonrapids,mnextradoc.&check

RECEIVED

JAN 02 2015



City Council Regular

11.

Meeting Date: 02/17/2015

Subject: Adopt Resolution 15-41, Appointing Bruce Sanders to Police and Firefighter's Civil Service Commission

From: Joan Lenzmeier, City Clerk

INTRODUCTION

Council is asked to adopt Resolution 15-41, A Resolution Appointing Bruce Sanders to the Police and Firefighters' Civil Service Commission.

DISCUSSION

With the passing of Donna Naeve a vacancy was created on the Police and Firefighters' Civil Service Commission with a term expiring December 31, 2016. City Staff and a committee of City Councilmembers interviewed prospective applicants and has recommended Bruce Sanders for appointment to the Police and Firefighters' Civil Service Commission.

RECOMMENDATION

Adopt Resolution 15-41, A Resolution Appointing Bruce Sanders to the Police and Firefighters' Civil Service Commission.

Attachments

Resolution 15-41

RESOLUTION NO. 15-41

**APPROVING APPOINTMENT TO THE
POLICE AND FIREFIGHTER'S CIVIL SERVICE COMMISSION**

WHEREAS, there is an existing vacancy on the Police and Firefighter's Civil Service Commission due to the passing of Donna Naeve for a term expiring December 31, 2016; and

WHEREAS, Bruce Sanders is being recommended for appointment to fill the remainder of the term expiring December 31, 2016; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that Bruce Sanders be appointed to serve on the Police and Firefighter's Civil Service Commission for the remainder of the term to expire December 31, 2016.

Adopted this 17th day of February, 2015, by the Coon Rapids City Council.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

12.

Meeting Date: 02/17/2015

Subject: Adopt Resolution 15-40 Appointing Ronald Bradley to Board of Adjustment and Appeals

From: Joan Lenzmeier, City Clerk

INTRODUCTION

Council is asked to adopt Resolution 15-40, a Resolution Appointing Ronald Bradley to the Board of Adjustment and Appeals.

DISCUSSION

With the resignation of Gary Wessling from the Board of Adjustment and Appeals a second vacancy has been created on the Board. Staff and a Committee of Councilmembers interviewed prospective applicants and has recommended appointment of Ronald Bradley.

RECOMMENDATION

Adopt Resolution 15-40, a Resolution Appointing Ronald Bradley to the Board of Adjustment and Appeals with a term expiring December 31, 2017.

Attachments

Resolution 15-40

RESOLUTION NO. 15-40

**APPROVING APPOINTMENT TO THE
BOARD OF ADJUSTMENT AND APPEAL TO FILL PREVIOUSLY DECLARED
VACANCY**

WHEREAS, there are two existing vacancies on the Board of Adjustment and Appeals; and

WHEREAS, it is necessary to fill one of those vacancies at this time; and

WHEREAS, Ronald Bradley is being recommended for appointment to fill the vacant term ending December 31, 2017; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that Ronald Bradley be appointed to fill the existing vacant term expiring December 31, 2017.

Adopted this 17th day of March, 2015, by the Coon Rapids City Council.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

13.

Meeting Date: 02/17/2015

Subject: Adopt Resolution 15-39, Appointing Mary Schmolke and Ray Knoblauch to the Planning Commission

From: Joan Lenzmeier, City Clerk

INTRODUCTION

Council is asked to adopt Resolution 15-39, A Resolution Appointing Mary Schmolke and Ray Knoblauch to the Planning Commission.

DISCUSSION

With the passing of Donna Naeve and the appointment of Jennifer Geisler to the City Council, there are two vacancies on the Planning Commission. One vacancy with a term to expire December 31, 2016 and the second vacancy with a term to expire December 31, 2017. City Staff and a committee of Councilmembers interviewed prospective applicants and has recommended appointment of Mary Schmolke and Ray Knoblauch.

RECOMMENDATION

Adopt Resolution 15-39, A Resolution Appointing Mary Schmolke to the Planning Commission with a term expiring December 31, 2017 and Ray Knoblauch to the Planning Commission with a term expiring December 31, 2016 and Appointing Wayne Schwartz as Chair of the Planning Commission.

Attachments

Resolution 15-39

RESOLUTION NO. 15-39

**DECLARING A VACANCY AND APPROVING APPOINTMENTS TO THE
PLANNING COMMISSION**

WHEREAS, the Appointment of Jennifer Geisler to the City Council has created a vacancy on the Planning Commission with a term that expires December 31, 2017; and

WHEREAS, due to the passing of Donna Naeve a vacancy exists on the Planning Commission with a term that expires on December 31, 2016; and

WHEREAS, it is necessary to fill the vacancies at this time; and

WHEREAS, Mary Schmolke is being recommended for appointment to fill the vacant term ending December 31, 2017; and

WHEREAS, Ray Knoblauch is being recommended for appointment to fill the vacant term ending December 31, 2016; and

WHEREAS, it is necessary to appoint a new Chair to the Planning Commission due to the appointment of Jennifer Geisler to the City Council; and

WHEREAS, Wayne Schwartz, as current Vice Chair of the Planning Commission is being recommended for appointment as Chair of the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that a vacancy be declared on the Planning Commission and that Mary Schmolke be appointed to fill the term expiring December 31, 2017, Ray Knoblauch be appointed to fill the term expiring December 31, 2016, and that Wayne Schwartz be appointed as Chair of the Planning Commission for 2015.

Adopted this 17th day of February, 2015, by the Coon Rapids City Council.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

14.

Meeting Date: 02/17/2015

Subject: Hold Public Hearing/Assessment Hearing, Adopt Resolution 15-1(6A) Ordering Project, Adopt Resolution 15-1(8) Approving Plans and Specifications

Submitted For: Mark Hansen, Assistant City Engineer

From: Cher Ridout, Admin Secretary II

INTRODUCTION

The City is proposing reconstruction of approximately 2.8 miles of residential streets in an area generally lying northwest of the intersection of Hanson Boulevard (CSAH 78) and Main Street (CSAH 14), an area north of 121st Avenue and east of Hanson Boulevard (CSAH 78), an area south of 121st Avenue and east of the BNSF railroad track, and an area south of Foley Boulevard between Kumquat Street and Holly Circle. Council is requested to hold the required public hearing and assessment hearing, order the project, approve plans and specifications, and order advertisement for bids.

DISCUSSION

On December 16, 2014, Council accepted the feasibility report and scheduled a public hearing and assessment hearing for February 17, 2015. Legal notice for the hearing was published in the Anoka County UnionHerald and letters were mailed notifying property owners of the hearing. Neighborhood meetings were held on October 30, 2014 and January 22, 2015 to provide information about the project and to listen to comments and concerns from area residents.

Proposed improvements include reclamation of the existing bituminous surface and aggregate base, removal and replacement of damaged curb and gutter, sidewalk and pedestrian curb ramp improvements in accordance with ADA requirements, watermain valve and hydrant replacements, and repairs or replacements to the existing storm sewer and sanitary sewer as needed.

The properties proposed to be assessed for the project include 182 single family properties, 269 condominium properties, 1 duplex property, and 5 city park properties. The assessment rates, approved by City Council on October 7, 2014, are \$1,803 for single family residential property, \$22.53 per front foot for multi-family residential property, and \$45.04 per front foot for commercial property.

Bids are proposed to be received on March 20, 2015. The bid results, a recommendation for contract award, and a resolution adopting assessments will be presented to Council on April 7, 2015.

RECOMMENDATION

It is recommended the City Council take the following action:

- a. Hold public hearing and assessment hearing.
- b. Adopt Resolution No. 15-1(6A) ordering the project (a super majority vote is needed).
- c. Adopt Resolution No. 15-1(8) approving plans and specifications and ordering advertisement for bids.

BUDGET IMPACT:

Total estimated cost of the proposed improvement is \$2,404,748.39, with a total amount assessed of \$538,226.40. The balance of the project cost would be recovered from various funds as follows:

- \$990,115.83 from the Street Reconstruction Fund (797), resulting in annual tax levy of approximately \$116,000 to repay bonds over a 10 year period beginning in 2015.
- \$104,076.77 from the Storm Water Utility Fund (640), recovered through storm drainage charges.
- \$761,308.30 from the Water System Maintenance Fund (601), recovered through charges for water used.
- \$11,021.09 from the Sanitary Sewer Maintenance Fund (620), recovered through sanitary sewer maintenance charges.

Attachments

Location Map

Resolution No. 15-1(6A)

Resolution No. 15-1(8)

RESOLUTION NO. 15-1(6A)

(6) RESOLUTION ORDERING IMPROVEMENT

WHEREAS, a resolution of the City Council adopted on the 16th day of December, 2014, fixed a date for a Council hearing on the proposed improvement of residential streets in the area northwest of Hanson Boulevard (CSAH 78) and Main Street (CSAH 14), the area north of 121st Avenue and east of Hanson Boulevard (CSAH 78), the area south of 121st Avenue and east of the BNSF railroad track, and the area south of Foley Boulevard between Kumquat Street and Holly Circle by street reconstruction; and

WHEREAS, ten days' published notice of the hearing through two weekly publications of the required notice and mailed notices to affected property owners were given and the hearing was held thereon on the 17th day of February, 2015, at which all persons desiring to be heard were given an opportunity to be heard thereon and the maximum estimated amount of debt to be incurred by the City is \$2,404,748.39; 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:

1. Such improvement is necessary, cost effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the Council Resolution adopted on the 17th day of February, 2015.

Adopted this 17th day of February, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk

RESOLUTION NO. 15-1(8)

**(8) RESOLUTION APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS**

WHEREAS, pursuant to a Resolution passed by the Council on the 18th day of November, 2014, the City Engineering Division has prepared plans and specifications for the improvement of residential streets in the area northwest of Hanson Boulevard (CSAH 78) and Main Street (CSAH 14), the area north of 121st Avenue and east of Hanson Boulevard (CSAH 78), the area south of 121st Avenue and east of the BNSF railroad track, and the area south of Foley Boulevard between Kumquat Street and Holly Circle by street reconstruction and has presented such plans and specifications to the Council for approval; 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:

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper and in a trade journal, if applicable, an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received by the Clerk until 10:00 a.m. on the 20th day of March, 2015, at which time they will be publicly opened in the City Hall by the City Clerk and Engineer, will then be tabulated, and will be considered by the Council at 7:00 p.m. on the 7th day of April, 2015, in the Council Chambers, and that no bids will be considered unless sealed and filed with the Clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the Clerk for 5% of the amount of such bid.

Adopted this 17th day of February, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

15.

Meeting Date: 02/17/2015

Subject: Hold Public Hearing/Assessment Hearing, Adopt Resolution 15-3(6A) Ordering Project, Adopt Resolution 15-3(8) Approving Plans and Specifications

Submitted For: Mark Hansen, Assistant City Engineer

From: Cher Ridout, Admin Secretary II

INTRODUCTION

The City is proposing reconstruction of approximately 2.6 miles of residential streets in an area generally north of Egret Boulevard and east of the BNSF railroad tracks, an area north of Egret Boulevard and west of State Highway 10, an area south of 101st Avenue and west of University Avenue (CSAH 51), an area north of Coon Rapids Boulevard (CSAH 3) between 95th Avenue and Springbrook Drive, and the frontage road located north of Coon Rapids Boulevard between 111th Avenue and Crooked Lake Boulevard (CSAH 18). Council is requested to hold the required public hearing and assessment hearing, order the project, approve plans and specifications, and order advertisement for bids.

DISCUSSION

On December 16, 2014, Council accepted the feasibility report and scheduled a public hearing and assessment hearing for February 17, 2015. Legal notice for the hearings was published in the Anoka County UnionHerald and letters were mailed notifying property owners of the hearings. Neighborhood meetings were held on November 13, 2014 and January 29, 2015 to provide information about the project and to listen to comments and concerns from area residents.

Proposed improvements include reclamation of the existing bituminous surface and aggregate base, removal and replacement of damaged curb and gutter, sidewalk and pedestrian curb ramp improvements in accordance with ADA requirements, watermain valve and hydrant replacements, and repairs or replacements to the existing storm sewer and sanitary sewer as needed.

Properties proposed to be assessed for the project include 134 single family properties, 213 condominiums, 6 duplexes, 6 apartments, and 31 commercial properties. The assessment rate, approved by City Council on October 7, 2014, is \$1,803 for single family residential property, \$22.53 per front foot for multi-family residential property, and \$45.04 per front foot for commercial property.

Bids are proposed to be received on April 3, 2015. The bid results, a recommendation for contract award, and a resolution adopting assessments will be presented to Council on April 7, 2015.

RECOMMENDATION

It is recommended the City Council take the following action:

- a. Hold public hearing and assessment hearing.
- b. Adopt Resolution No. 15-3(6A) ordering the project (a super majority vote is needed).
- c. Adopt Resolution No. 15-3(8) approving plans and specifications and ordering advertisement for bids.

BUDGET IMPACT:

Total estimated cost of the proposed improvement is \$2,232,980.64, with a total amount assessed of \$539,330.00. The balance of the project cost would be recovered from various funds as follows:

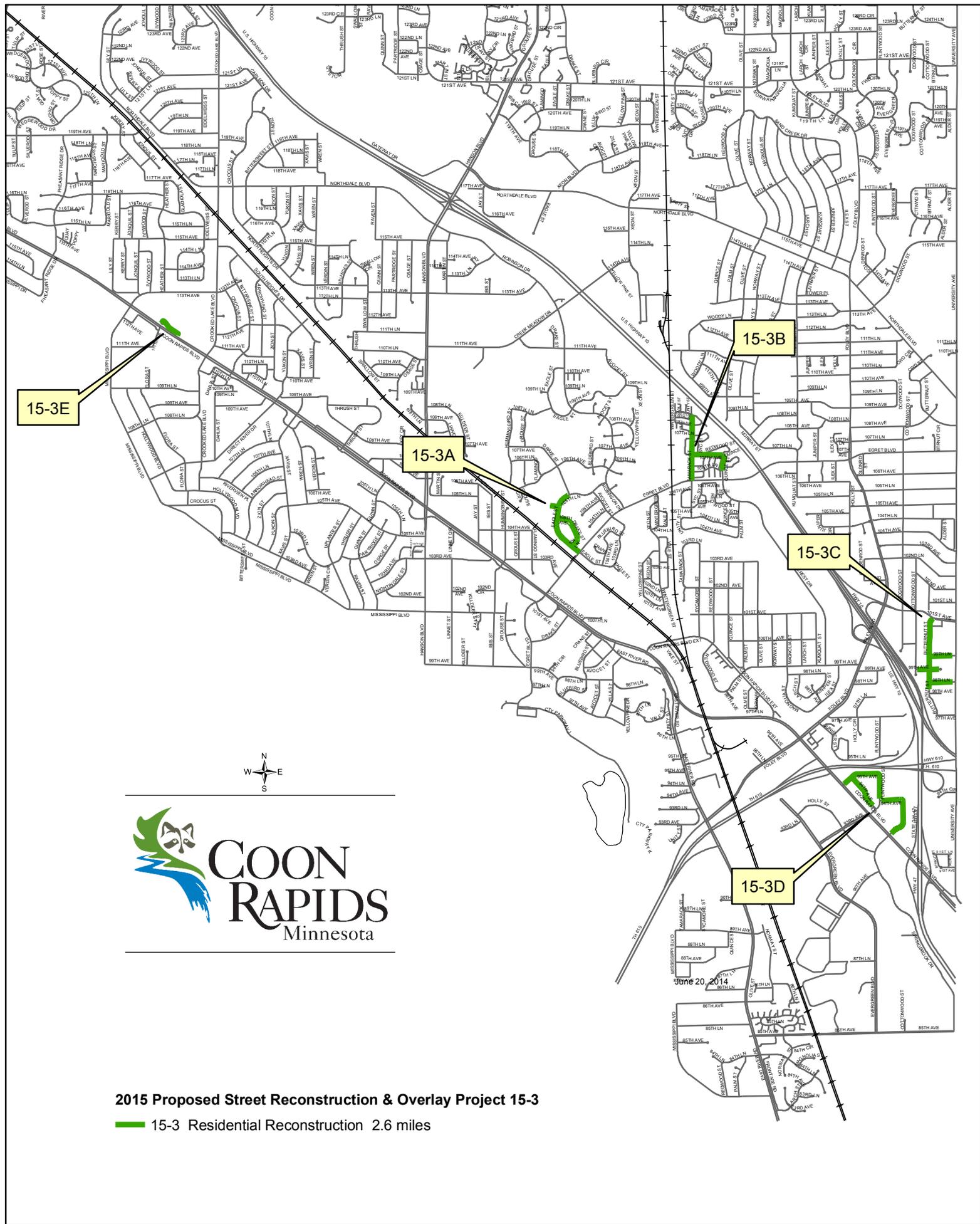
- \$890,078.79 from the Street Reconstruction Fund (797), resulting in annual tax levy of approximately \$105,000 to repay bonds over a 10 year period beginning in 2015.
- \$96,642.72 from the Storm Water Utility Fund (640), recovered through storm drainage charges.
- \$706,929.13 from the Water System Maintenance Fund (601), recovered through charges for water used.

Attachments

Location Map

Resolution No. 15-3(6A)

Resolution No. 15-3(8)



COON RAPIDS
Minnesota

2015 Proposed Street Reconstruction & Overlay Project 15-3

15-3 Residential Reconstruction 2.6 miles

RESOLUTION NO. 15-3(6A)

(6) RESOLUTION ORDERING IMPROVEMENT

WHEREAS, a resolution of the City Council adopted on the 16th day of December, 2014, fixed a date for a Council hearing on the proposed improvement of residential streets in the area north of Egret Boulevard and east of BNSF Railroad tracks, area north of Egret Boulevard and west of Highway 10, area south of 101st Avenue and west of University Avenue (CSAH 51), area north of Coon Rapids Boulevard (CSAH 3) between 95th Avenue and Springbrook Drive, and Frontage Road north of Coon Rapids Boulevard between 111th Avenue and Crooked Lake Boulevard (CSAH 18) by street reconstruction; and

WHEREAS, ten days' published notice of the hearing through two weekly publications of the required notice and mailed notices to affected property owners were given and the hearing was held thereon on the 17th day of February, 2015, at which all persons desiring to be heard were given an opportunity to be heard thereon and the maximum estimated amount of debt to be incurred by the City is \$2,232,980.64; 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:

1. Such improvement is necessary, cost effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the Council Resolution adopted on the 17th day of February, 2015.

Adopted this 17th day of February, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk

RESOLUTION NO. 15-3(8)

**(8) RESOLUTION APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS**

WHEREAS, pursuant to a Resolution passed by the Council on the 18th day of November, 2014, the City Engineering Division has prepared plans and specifications for the improvement of residential streets in the area north of Egret Boulevard and east of BNSF Railroad tracks, area north of Egret Boulevard and west of Highway 10, area south of 101st Avenue and west of University Avenue (CSAH 51), area north of Coon Rapids Boulevard (CSAH 3) between 95th Avenue and Springbrook Drive, and Frontage Road north of Coon Rapids Boulevard between 111th Avenue and Crooked Lake Boulevard (CSAH 18) by street reconstruction and has presented such plans and specifications to the Council for approval; 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:

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper and in a trade journal, if applicable, an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received by the Clerk until 10:30 a.m. on the 3rd day of April, 2015, at which time they will be publicly opened in the City Hall by the City Clerk and Engineer, will then be tabulated, and will be considered by the Council at 7:00 p.m. on the 7th day of April, 2015, in the Council Chambers, and that no bids will be considered unless sealed and filed with the Clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the Clerk for 5% of the amount of such bid.

Adopted this 17th day of February, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

16.

Meeting Date: 02/17/2015

Subject: Hold Public Hearing/Assessment Hearing, Adopt Resolution 15-2(6A) Ordering Improvement, Adopt Resolution 15-2(8) Approving Plans and Specifications

Submitted For: Mark Hansen, Assistant City Engineer

From: Cher Ridout, Admin Secretary II

INTRODUCTION

The City is proposing to reconstruct approximately 1.5 miles of Municipal State Aid (MSA) streets, and mill and overlay approximately 1.7 miles of MSA streets. Council is requested to hold the required public hearing and assessment hearing, order the improvement, approve plans and specifications, and order advertisement for bids.

DISCUSSION

On December 16, 2014, Council accepted the feasibility report and scheduled a public hearing and assessment hearing for February 17, 2015. Legal notice for the hearings was published in the Anoka County UnionHerald and letters were mailed notifying property owners of the hearings. Neighborhood meetings were held on November 3, 2014 and January 27, 2015 to provide information about the project and to listen to comments and concerns from area residents.

Improvements to streets proposed for reconstruction include reclamation of the existing bituminous surface and aggregate base, removal and replacement of damaged curb and gutter, sidewalk and pedestrian curb ramp improvements in accordance with ADA requirements, watermain valve and hydrant replacements, and repairs or replacements to the existing storm sewer and sanitary sewer as needed.

The following streets are proposed for reconstruction:

- 124th Avenue from Northdale Boulevard to east of Ivywood Street
- 121st Avenue from Hanson Boulevard to east of Drake Street
- Egret Boulevard from BNSF railroad tracks to Woodcrest Drive

Improvements to mill and overlay streets include grinding and replacement of the top 2 inches of bituminous surface, removal and replacement of damaged curb and gutter, sidewalk and pedestrian curb ramp improvements in accordance with ADA requirements, watermain valve and hydrant replacements, and repairs or replacements to the existing storm sewer and sanitary sewer as needed.

The following streets are proposed for mill and overlay:

- Northdale Boulevard from Round Lake Boulevard to 129th Avenue
- 124th Avenue from River Rapids Drive to east of Riverdale Boulevard
- 111th Avenue/Creek Meadow Drive from Hanson Boulevard to Robinson Drive
- Egret Boulevard from Woodcrest Drive to Kumquat Street

Properties proposed to be assessed include 9 single-family properties, 3 apartments, 61 townhomes/condominiums, 5 City park properties, 37 commercial properties, 5 churches, and 4 mobile home properties. The assessment rates approved by City Council on October 7, 2014 for reconstruction are \$1,803 for single family residential property,

\$22.53 per front foot for multi-family residential property, and \$45.04 per front foot for commercial property. The assessment rate approved by City Council for mill and overlay streets are \$901.50 for single family residential property, \$11.27 per front foot for multi-family residential property, and \$22.52 per front foot for commercial property.

The project would be advertised in March and bids received on April 3, 2015. The bid results, a recommendation of contract award, and a resolution adopting assessments will be presented to council on April 7, 2015.

RECOMMENDATION

It is recommended the City Council take the following action:

- a. Hold public hearing and assessment hearing.
- b. Adopt Resolution No. 15-2(6A) ordering the improvement (a super majority vote is needed).
- c. Adopt Resolution No. 15-2(8) approving plans and specifications and ordering advertisement for bids.

BUDGET IMPACT:

The total estimated cost of the proposed improvement is \$4,268,984.11, with a total amount assessed of \$399,511.63. The balance of the project cost would be recovered from various funds as follows:

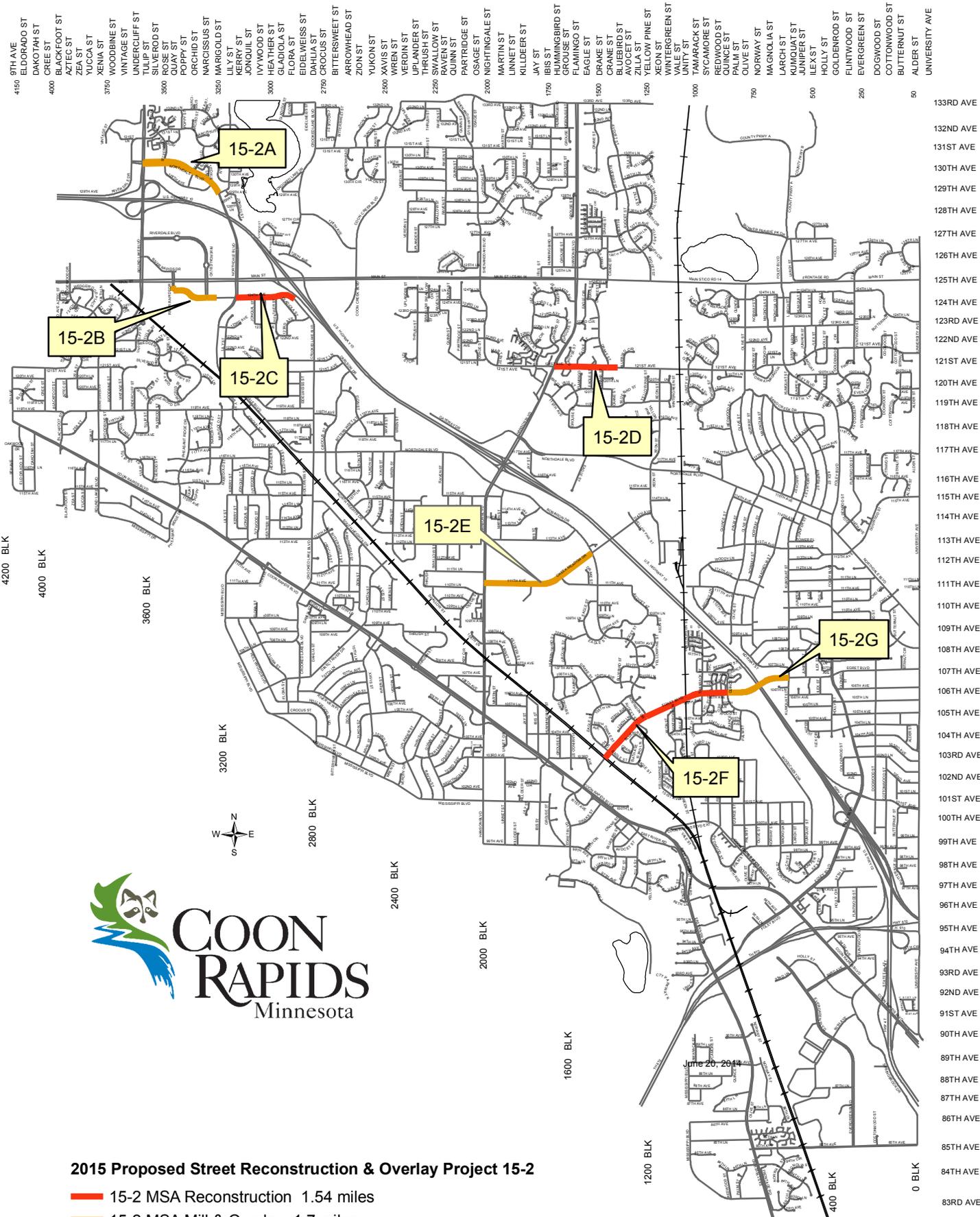
- \$3,276,899.24 from MSA Funds.
- \$4,000.00 from the Street Reconstruction Fund (797).
- \$161,042.18 from the Storm Water Utility Fund (640) recovered through storm drainage charges.
- \$373,598.93 from the Water System Maintenance Fund (601) recovered through charges for water used.
- \$27,052.13 from the Sanitary Sewer Maintenance Fund (620) recovered through sanitary sewer maintenance charges.
- \$26,880.00 from the Sidewalk Construction Fund (795).

Attachments

Location Map

Resolution No. 15-2(6A)

Resolution No. 15-2(8)



COON RAPIDS
Minnesota

2015 Proposed Street Reconstruction & Overlay Project 15-2

- 15-2 MSA Reconstruction 1.54 miles
- 15-2 MSA Mill & Overlay 1.7 miles

June 20, 2014

RESOLUTION NO. 15-2(6A)

(6) RESOLUTION ORDERING IMPROVEMENT

WHEREAS, a resolution of the City Council adopted on the 16th day of December, 2014, fixed a date for a Council hearing on the proposed improvement of the following State Aid streets:

- 121st Avenue from Hanson Boulevard to east of Drake Street (SAP 114-102-017)
- Egret Boulevard from BNSF Railroad to Woodcrest Drive (SAP 114-104-018)
- Egret Boulevard from Woodcrest Drive to Kumquat Street (SAP 114-104-119)
- 111th Ave/Creek Meadow Drive from Hanson Blvd to Robinson Drive (SAP 114-120-007)
- Northdale Boulevard from Round Lake Boulevard to 129th Avenue (SAP 114-127-008)
- 124th Avenue from Northdale Boulevard to east of Ivywood Street (SAP 114-136-004)
- 124th Avenue from River Rapids Drive to east of Riverdale Boulevard (SAP 114-136-005)

by street reconstruction; and

WHEREAS, ten days' published notice of the hearing through two weekly publications of the required notice and mailed notices to affected property owners were given and the hearing was held thereon on the 17th day of February, 2015, at which all persons desiring to be heard were given an opportunity to be heard thereon and the maximum estimated amount of debt to be incurred by the City is \$4,268,984.11; 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:

1. Such improvement is necessary, cost effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the Council Resolution adopted on the 17th day of February, 2015.

Adopted this 17th day of February, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk

RESOLUTION NO. 15-2(8)

**(8) RESOLUTION APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS**

WHEREAS, pursuant to a Resolution passed by the Council on the 18th day of November, 2014, the City Engineering Division has prepared plans and specifications for the improvement of the following State Aid streets:

- 121st Avenue from Hanson Boulevard to east of Drake Street (SAP 114-102-017)
- Egret Boulevard from BNSF Railroad to Woodcrest Drive (SAP 114-104-018)
- Egret Boulevard from Woodcrest Drive to Kumquat Street (SAP 114-104-119)
- 111th Ave/Creek Meadow Drive from Hanson Blvd to Robinson Drive (SAP 114-120-007)
- Northdale Boulevard from Round Lake Boulevard to 129th Avenue (SAP 114-127-008)
- 124th Avenue from Northdale Boulevard to east of Ivywood Street (SAP 114-136-004)
- 124th Avenue from River Rapids Drive to east of Riverdale Boulevard (SAP 114-136-005)

by street reconstruction and has presented such plans and specifications to the Council for approval; 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:

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper and in a trade journal, if applicable, an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received by the Clerk until 10:00 a.m. on the 3rd day of April, 2015, at which time they will be publicly opened in the City Hall by the City Clerk and Engineer, will then be tabulated, and will be considered by the Council at 7:00 p.m. on the 7th day of April, 2015, in the Council Chambers, and that no bids will be considered unless sealed and filed with the Clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the Clerk for 5% of the amount of such bid.

Adopted this 17th day of February, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

17.

Meeting Date: 02/17/2015

Subject: Consider Approval of Therapeutic Massage Enterprise License for Therapeutic Spa, Inc dba Oriental Massage, 2740 Main Street, Suite 116

Submitted For: Stephanie Lincoln, Deputy City Clerk

From: Stephanie Lincoln, Deputy City Clerk

INTRODUCTION

Xue Feng Chen of Therapeutic Spa, Inc dba Oriental Massage has submitted a new application for a Therapeutic Massage Enterprise license for use at 2740 Main Street, Suite 116.

DISCUSSION

At the December 16, 2014 meeting, Council revoked Therapeutic Spa, Inc's 2014 Massage Enterprise License per staff recommendation. As part of the Council ruling, Ms. Chen was given authorization to submit a new application to be considered for the 2015 licensing period, provided all required documentation be submitted with the application.

Ms. Chen has paid the background investigation and license fee for a Therapeutic Massage Enterprise and provided all required documentation, including a current Certificate of Insurance as proof of Public Liability coverage. The Police Department has conducted a background investigation and nothing has been found that would prohibit licensing. The approval of licensing is contingent upon the issuance of the Certificate of Occupancy by the City Building Official.

RECOMMENDATION

Council is requested to approve the issuance of the 2015 Therapeutic Massage Enterprise license for Therapeutic Spa, Inc dba Oriental Massage located at 2740 Main Street, Suite 116.



City Council Regular

18.

Meeting Date: 02/17/2015

Subject: Consider Adoption of Ordinance 2129 Adding Procedure for Approval of Ordinance Amendments

From: Scott Harlicker, Planner

INTRODUCTION

The City is requesting adoption of Ordinance 2129, an Ordinance Amending Sections 11- 304 and 11-305 to include approval procedures for ordinance amendments.

DISCUSSION

The following proposed "housekeeping" changes are needed so that the the current code includes approval procedures for ordinance amendments. In the previous code, procedures for considering code changes was included with zone changes and land use amendments. In the revised code each application was treated separately and the code change was inadvertently left out. The review process has not changed with the exception of changes to the sign regulations (Section 11-1202).

In the past, changes to the sign regulations were considered by the Board of Adjustment and Appeals. The Planning Commission did not make a recommendation. Staff is proposing to treat changes to the sign regulations the same as other changes to Title 11, Planning Commission review and recommendation to the City Council.

This item was introduced at the Council's February 3 meeting. No questions or issues were raised at the meeting.

Planning Commission Meeting

At the Planning Commission meeting held on January 15th, no one spoke at the public hearing. The Commission unanimously recommended approval of the proposed ordinance.

RECOMMENDATION

Adopt Ordinance 2129, an Ordinance Amending Sections 11- 304 and 11-305 to include approval procedures for ordinance amendments.

Attachments

Ordinance 2129

ORDINANCE NO. 2129

AN ORDINANCE ADDING PROCEDURAL REQUIREMENTS FOR ORDINANCE AMENDMENTS

The City of Coon Rapids does ordain:

Section 1. Revised City Code – 1982 Section 11-304 is hereby amended as follows:

(Deletions in brackets, additions double underlined)

11-304.12 Ordinance Amendment

(1) When used; Process. An application is required to propose a change in the zoning code. The Planning Commission, following a public hearing, must make a recommendation to the City Council, which makes a determination on the application.

(2) Standards for Approval. The determination whether to approve an ordinance amendment must consider:

(a) The health, safety, order, convenience and general welfare;

(b) Effect on present and potential land uses; and

(c) Whether or not the proposal is in conformance with the City's Comprehensive Land Use Plan and any applicable development district.

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

(Deletions in brackets, additions double underlined)

11-305.3 Action on Application.

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

Type of Application	Public Hearing	Planning Commission Action	BAA Action	Appeal to	City Council Action
Conditional Use Permit	Yes	Approve, approve subject to conditions or deny	N/A	City Council	Affirm, amend, or reject the decision on appeal
Site Plan	Yes	Approve, approve subject to	N/A	City Council	Affirm, amend, or reject the decision

		conditions or deny			on appeal
Variance	Yes ³	N/A	Approve, approve with conditions, or deny ¹	City Council	Affirm, amend, or reject the decision on appeal ²
Master Plan in PORT, overlay, or special district	Yes	Recommendation to approve, deny, or modify	N/A	N/A	Approve or deny
Subdivision	Yes	Recommendation to approve, deny, or modify	N/A	N/A	Approve or deny
Commercial Antenna in a residential area	Yes	Recommendation to approve, deny, or modify	N/A	N/A	Approve or deny
Rezoning and Comprehensive Plan Amendment	Yes	Recommendation to approve, deny	N/A	N/A	Approve or deny
<u>Ordinance Amendment</u>	<u>Yes</u>	<u>Recommendation to approve, deny, or modify</u>	<u>N/A</u>	<u>N/A</u>	<u>Approve or deny</u>
Home Occupation Permit	Yes	Approve, approve subject to conditions or deny	N/A	City Council	Affirm, amend, or reject the decision on appeal

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

² A majority of two-thirds of all members of the City Council is required to amend or reject the Board's decision. [Revised 10/15/13 Ordinance 2109]

³ See Section 11-304.9(3) Notice of Public Hearing [Revised 10/15/13 Ordinance 2109]

Introduced this 3rd day of February, 2015.

Adopted this ____ day of _____ 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

19.

Meeting Date: 02/17/2015

Subject: Consider Introduction of Ordinance Regarding Chapter 8-1200 - Surface Water Management

Submitted For: Mark Hansen, Assistant City Engineer

From: Mark Hansen, Assistant City Engineer

INTRODUCTION

Over the past several months, staff have been working with a consultant to update its Municipal Separate Storm Sewer System (MS4) permit as required by the Minnesota Pollution Control Agency (MPCA). As part of this new permit, an update to the City's Surface Water Management ordinance is required.

DISCUSSION

The City Attorney's office has prepared the updates to the surface water management ordinance based on recommendations from staff and the City's consultant, WSB and Associates.

Highlights of the ordinance updates are as follows:

-The ordinance is proposed to include requirements that meet the Minimal Impact Design Standards (MIDS) developed under Minnesota Statutes 2009, Section 115.03 subdivision 5c. The emphasis with MIDS is on keeping the raindrop where it falls in order to minimize stormwater runoff and pollution and preserve natural resources. MIDS provides the flexibility to implement a wide range of Best Management Practices (BMPs) in order to achieve stormwater volume reduction, as well as pollution and sediment removals.

-Specific site plan submittal requirements and engineering design criteria are proposed to be removed from the ordinance, and instead included in a newly developed City of Coon Rapids Engineering Design Standards document. The ordinance will refer to this document where additional information and specific details will be provided. The Engineering Design Standards document will be made available to engineers and developers doing work within the City. Including specific design details and standards within a separate document allows staff to make periodic updates and revisions (as needed) without revising the ordinance itself.

-More emphasis is placed on Maintenance Agreement requirements for stormwater management facilities constructed in conjunction with site development. The purpose of a Maintenance Agreement is to delineate the future maintenance responsibilities between the City and the property owner for any stormwater management device installed as part of development. All stormwater management devices require some level of ongoing maintenance in order to function properly.

-A penalty process has been added to the ordinance that holds property owners accountable for violating the City's stormwater management requirements for erosion and sediment control.

RECOMMENDATION

Staff recommends the Council introduce the updated ordinance for surface water management, and amend the City code accordingly.

BUDGET IMPACT:

There are no impacts to the City budget with this proposed ordinance update.

The updated stormwater management ordinance may in some cases add to the cost of development by requiring additional stormwater treatment features that are designed to reduce stormwater volume, and pollutants from existing development sites. However, the updated ordinance allows for an array of flexible treatment options that will provide developers many ways to achieve water quality improvement goals.

Attachments

Surface Water Management Ordinance

ORDINANCE NO.

**AN ORDINANCE REVISING SURFACE WATER MANAGEMENT
AND THEREBY AMENDING REVISED
CITY CODE – 1982 CHAPTER 8-1200 BY REVISING
SECTIONS 8-1202, 8-1204, 8-1207, 8-1208, 8-1209, 8-1212, 8-1213, 8-1214
8-1217, 8-1219, 8-1220, 8-1223, 8-1224 AND ADDING 8-1225**

The City of Coon Rapids does ordain:

Section 1. Revised City Code – 1982 Section 8-1202 is hereby amended as follows:

(deletions in brackets, additions double underlined)

8-1202 – Statutory Authorization.

This Chapter is adopted pursuant to Minnesota Statutes Section 462.351 (1990). This Chapter is adopted pursuant to the authorization and policies contained in Minnesota Statutes Chapters 103B and 462; Minnesota Rules, Parts 6120.2500-6120.3900, Minnesota Rules Chapters 8410, 8420 and 70510.0210.

This ordinance is intended to meet the Minimal Impact Design Standards (MIDS) developed under Minnesota Statutes 2009, Section 115.03 subdivision 5c.

Section 2. Revised City Code – 1982 Section 8-1204 is hereby amended as follows:

(deletions in brackets, additions double underlined)

8-1204 - Applicability.

Every applicant for a building permit, subdivision approval, or a permit to allow land disturbing activities must submit a storm water management plan to the City's Community Development Department. No subdivision approval, or grading permit to allow land disturbing activities shall be issued until approval of the storm water management plan or a waiver of the approval requirement has been obtained in strict conformance with the provisions of this Chapter.

Every applicant for subdivision approval or a grading permit to allow wetland disturbing activities must submit a wetland assessment report to the City's Engineering Division. No subdivision approval or grading permit to allow wetland disturbing activities shall be issued until approval of the wetland replacement plan application or a certificate of exemption has been obtained in strict conformance with the provision of this Chapter and the Minnesota Wetland Conservation Act. This Chapter applies to all land, public or private, located within the City of Coon Rapids.

Every applicant for a building permit, subdivision approval, or a grading permit to allow land disturbing activities must adhere to erosion control measure standards and specifications contained in the MPCA publication "Protecting Water Quality in Urban Areas", the City's Engineering Design Guidelines or as approved by the City of Coon Rapids.

Section 3. Revised City Code – 1982 Section 8-1207 is hereby amended as follows:

(deletions in brackets, additions double underlined)

8-1207 - Incorporation by Reference.

The following are incorporated into this Chapter by reference:

- (1) The Minnesota Wetland Conservation Act is incorporated into this Chapter by reference.
- (2) The National Pollutant Discharge Elimination System Permit, MN R100001 (NPDES general construction permit) issued by the Minnesota Pollution Control Agency, August 1, 2013, as amended. The NPDES general construction permit is incorporated into this Chapter by reference.
- (3) The City's Engineering Design Guidelines. The guidelines shall serve as the official guide for storm water principles, methods, and practices for proposed development activities. The City's Engineering Design Guidelines is incorporated into this Chapter by reference.

Section 4. Revised City Code – 1982 Section 8-1208 is hereby amended as follows:

(deletions in brackets, additions double underlined)

8-1208 - Storm Water Management Plan Approval Procedures. Unless otherwise exempted by this ordinance, [A] a written application for storm water management plan approval, along with the proposed storm water management plan and maintenance agreement, shall be filed with the Community Development Department and shall include a statement indicating the grounds upon which the approval is requested, that the proposed use is permitted by right or as an exception in the underlying zoning district, and adequate evidence showing that the proposed use will conform to the standards set forth in this ordinance, as well as the requirements within the City's Engineering Design Guidelines; the Maintenance Agreement shall be prepared to meet the requirements of Section 8-1219 of this ordinance. Prior to applying for approval of a storm water management plan, an applicant may have the storm water management plans reviewed by the City's Community Development Department.

Five sets of clearly legible blue or black lined copies of all drawings and required information shall be submitted to the Community Development Department.

Storm water management and grading plan drawings shall be prepared to a scale appropriate to the site of the project and suitable for the review to be performed. At a minimum the scale shall be one inch equals 100 feet.

Section 5. Revised City Code – 1982 Section 8-1209 is hereby amended as follows:

(deletions in brackets, additions double underlined)

8-1209 - Storm Water Management Plan. At a minimum, the Storm Water Management Plan shall meet the criteria as described in the City's Engineering Design Guidelines. The Storm Water Management Plan shall contain the following information:

(1) Existing Site Map. A map of existing site conditions showing the site and immediately adjacent areas, including:

- ~~{(a) — The names, addresses, telephone numbers, and fax numbers of the applicant, owner, developer, surveyor, engineer and contact person;~~
- ~~(b) — The section, township and range, north point, date and scale of drawing and number of sheets;~~
- ~~(c) — Plat names and block, lot and outlot boundaries for adjacent platted properties and full property identification numbers for adjacent unplatted properties;~~
- ~~(d) — Location and indication of demolition, relocation, or abandonment of existing structures, driveways, septic systems, alternate septic systems, and wells;~~
- ~~(e) — Existing underground and overhead utilities, easements and rights of way;~~
- ~~(f) — Existing topography with a contour interval appropriate to the topography of the land, but in no case having a contour interval greater than two feet;~~
- ~~(g) — A delineation of all streams, rivers, public waters, and wetlands located on and immediately adjacent to the site, including depth of water, a statement of general water quality, and any classification given to the water body or wetland by the Minnesota Department of Natural Resources, the Minnesota Pollution Control Agency, and/or the United States Army Corps of Engineers;~~
- ~~(h) — Location and dimensions of existing storm water drainage systems and natural drainage patterns on and immediately adjacent to the site delineating in which direction and at what rate storm water is conveyed from the site, identifying the receiving stream, river, public water, or wetland, and setting forth those areas of the unaltered site where storm waters collect;~~
- ~~(i) — A description of the soils at the site, including a map indicating soil types within the areas to be disturbed as well as a soil report containing information on the suitability of the soils for the type of development proposed and describing any remedial steps to be taken by the developer to render the soils suitable;~~
- ~~(j) — Vegetative cover, such as brush, grass, and trees, and clearly delineating any vegetation proposed for removal; and~~
- ~~(k) — The 10 year and 100 year floodplains, flood fringes and flood ways.~~

~~{(2) — Site Construction Plan. A site construction plan shall be prepared to a scale appropriate to the site of the project and suitable for the review to be performed. At a minimum the scale shall be 1 to 100. Drawing sheets shall be 22 by 34 inches. A site construction plan shall include:~~

- ~~(a) — The section, township and range, north point, date, revision number, scale of drawing, and number of sheets;~~
- ~~(b) — Signature and Minnesota registration number of the professional land surveyor or professional engineer under whose supervision the plan was prepared;~~
- ~~(c) — Locations and dimensions of all proposed land disturbing activities and any phasing of those activities;~~
- ~~(d) — Locations and dimensions of all temporary soil or dirt stockpiles;~~
- ~~(e) — Locations and dimensions of all construction site erosion control measures necessary to meet the requirements of this Chapter;~~

- ~~(f) — Schedule of anticipated starting and completion dates of each land disturbing activity including the installation of construction site erosion control measures needed to meet the requirements of this Chapter;~~
- ~~(g) — Provisions for maintenance of the construction site erosion control measures during construction;~~
- ~~(h) — Existing topography with a contour interval appropriate to the topography of the land but in no case having a contour interval greater than two feet;~~
- ~~(i) — Finished grading shown at contours at the same interval as provided above or as required to clearly indicate the relationship of proposed changes to existing topography and remaining features;~~
- ~~(j) — All lot corner elevations and bench marks utilized;~~
- ~~(k) — The proposed footprint and intended use of any structures or driveways to be constructed on the site;~~
- ~~(l) — A delineation of all streams, rivers, ponds, public waters, and wetlands located on and immediately adjacent to the site, including depth of water, a statement of general water quality, and any classification given to the water body or wetland by the Minnesota Department of Natural Resources, the Minnesota Pollution Control Agency, the U.S. Fish and Wildlife Service, and/or the United States Army Corps of Engineers;~~
- ~~(m) — Emergency overflow routes from all low points, elevation of high point along overflow route, and directional flow arrows;~~
- ~~(n) — A drainage plan of the developed site delineating 10 year and 100 year design drainage area/watershed and hydrologic/hydraulic calculations verifying location and capacity of all overland drainage routes;~~
- ~~(o) — Location and dimensions of all permanent storm water facilities and calculations demonstrating that design standards in this Chapter are met. [Revised 2/15/11, Ordinance 2065]~~
- ~~(p) — Access routes for maintenance to all inlets, outlets, manholes, and lift stations at ponding areas proposed;~~
- ~~(q) — A clear delineation and tabulation of all areas which shall be paved or surfaced, including a description of the surfacing material to be used;~~
- ~~(r) — A landscape plan, drawn to an appropriate scale, including dimensions and distances, and the location, type, size, and description of all proposed landscape materials which will be added to the site as part of the development;~~
- ~~(s) — Locations and dimensions of all permanent erosion control measures;~~
- ~~(t) — Location of any proposed septic system; and~~
- ~~(u) — Any other information pertinent to the particular project which in the opinion of the applicant or the City is necessary for the review of the project.]~~

- (1) Plan Details;
- (2) Topography;

- (3) Elevation Information;
- (4) Temporary Erosion Control Best Management Practices;
- (5) Final Stabilization; and
- (6) Tree Preservation.

Section 6. Revised City Code – 1982 Section 8-1212 is hereby amended as follows:

(deletions in brackets, additions double underlined)

8-1212 [~~Approval Standards. No storm water management plan which fails to meet the standards contained in this Section shall be approved by the City Council.~~] Approval Requirements. Every applicant for a building permit, subdivision approval, or permit to allow land disturbing activity shall submit an Erosion Control Plan and a Storm Water Management Plan to the City. The Erosion Control Plan and Storm Water Management Plan shall meet the submittal criteria for the plans of the City’s Engineering Design Standards prior to starting construction.

~~[(1) Site Dewatering. Water pumped from the site shall be treated by temporary sedimentation basins, grit chambers, sand filters, upflow chambers, hydro-cyclones, swirl concentrators, or other controls as appropriate. Water may not be discharged in a manner that causes erosion or flooding of the site, or receiving channels, or a wetland.]~~

~~[(2) Waste and Material Disposal. All waste and unused building materials (including garbage, debris, cleaning wastes, wastewater, toxic materials, or hazardous materials) shall be properly disposed of off site and not allowed to be carried by runoff into a receiving channel or storm sewer system.]~~

~~[(3) Tracking. Each site shall have graveled roads, access drives, and parking areas of sufficient width and length to prevent sediment from being tracked onto public or private roadways. Any sediment reaching a public or private road shall be removed by street cleaning (not flushing) before the end of each workday.~~

~~— (4) Drain Inlet Protection. All storm drain inlets shall be protected during construction until control measures are in place with a straw bale, silt fence or equivalent barrier meeting accepted design criteria, standards and specifications contained in the MPCA Publication “Protecting Water Quality in Urban Areas.”~~

~~— (5) Site Erosion Control. The following criteria apply only to construction activities that result in runoff leaving the site.~~

~~— (a) Channelized runoff from adjacent areas passing through the site shall be diverted around disturbed areas, if practical. Otherwise, the channel shall be protected as described below. Sheet flow runoff from adjacent areas greater than 10,000 square feet in area shall also be diverted around disturbed areas, unless shown to have resultant runoff rated of less than 0.5 ft./sec. across the disturbed area for the one year storm. Diverted runoff shall be conveyed in a manner that will not erode the conveyance and receiving channels.~~

~~— (b) All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time.~~

~~— (c) Runoff from the entire disturbed area on the site shall be controlled by meeting either subsection i and ii or i and iii below:~~

~~— i) all disturbed ground left inactive for 14 or more days shall be stabilized by seeding or sodding (only available prior to September 15) or by mulching or covering or other equivalent control measure.~~

~~— ii) for sites with more than 10 acres disturbed at one time, or if a channel originates in the disturbed area, one or more temporary or permanent sedimentation~~

~~basins shall be constructed. Each sedimentation basin shall have a surface area of at least one percent of the area draining to the basin and at least three feet of depth and constructed in accordance with accepted design specifications. Sediment shall be removed to maintain a depth of three feet. The basin discharge rate shall also be sufficiently low as to not cause erosion along the discharge channel or the receiving water.~~

~~— iii) For sites with less than 10 acres disturbed at one time, silt fence, straw bales, or equivalent control measures shall be placed along all sideslope and downslope sides of the site. If a channel or area of concentrated runoff passes through the site, silt fences shall be placed along the channel edges to reduce sediment reaching the channel. The use of silt fences, straw bales, or equivalent control measures must include a maintenance and inspection schedule~~

~~— (d) Any soil or dirt storage piles containing more than 10 cubic yards of material should not be located with a downslope drainage length of less than 25 feet from the toe of the pile to a roadway or drainage channel. If remaining for more than seven days, the piles shall be stabilized by mulching, vegetative cover, tarps, or other means. Erosion from piles which will be in existence for less than seven days shall be controlled by placing straw bales or silt fence barriers around the pile. In street utility repair or construction, soil or dirt storage piles located closer than 25 feet of a roadway or drainage channel must be covered with tarps, or suitable alternative control, if exposed for more than seven days, and storm drain inlets must be protected with straw bale or other appropriate filtering barriers.]~~

Section 7. Revised City Code – 1982 Section 8-1213 is hereby amended as follows:

(deletions in brackets, additions double underlined)

8-1213 Storm Water Management Criteria for Permanent Facilities.

(1) Unless determined by the City to be exempt or granted a waiver, all site designs shall establish storm water management facilities to control the peak flow rates and pollutants of storm water discharge associated with specified design storms and runoff volumes, as detailed in the City’s Engineering Design Guidelines.

~~[(1)] (2) [An applicant shall install or construct, on or for the proposed land disturbing or development activity, all storm water management facilities necessary to manage increased runoff so that the two-year, 10-year, and 100-year storm peak discharge rates existing before the proposed development shall not be increased and accelerated and channel erosion will not occur as a result of the proposed land disturbing or development activity. An applicant may also make an in-kind or monetary contribution to the development and maintenance of community storm water management facilities designed to serve multiple land disturbing and development activities undertaken by the City or one or more persons, including the applicant.~~

~~[(2)] (3) The applicant shall give consideration to reducing the need for storm water management facilities by incorporating the use of natural topography and land cover such as wetlands, ponds, natural swales, and depressions as they exist before development to the degree that they can accommodate the additional flow of water without compromising the integrity or quality of the wetland or pond.~~

~~[(3)] (4) The following storm water management practices shall be investigated in developing a storm water management plan in the following descending order of preference:~~

- ~~(a) natural infiltration of precipitation on-site;~~
- ~~(b) flow attenuation by use of open vegetated swales and natural depressions;~~

- (c) storm water retention facilities; and
- (d) storm water detention facilities.

~~[(4)]~~ (5) A combination of successive practices may be used to achieve the applicable minimum control requirements specified in subsection (3) above. Justification shall be provided by the applicant for the method selected.

~~[(5) For new development or redevelopment activities that disturb one acre or more of land, the following is required:~~

~~(a) infiltration of the storm water runoff volume generated from a one-inch rainfall event over all impervious on site, for sites where Hydrologic Group A and B soils are predominant;~~

~~(b) storm water detention facilities or equivalent water quality improvements shall be provided, for sites that are not subject to the infiltration requirement under subsection (5)(a). [Revised 2/15/11, Ordinance 2065]~~

Section 8. Revised City Code – 1982 Section 8-1214 is hereby amended as follows:

(deletions in brackets, additions double underlined)

8-1214 Design Standards. Permanent storm water facilities constructed in the City of Coon Rapids shall be designed according to the most current technology as reflected in the MPCA publications “Protecting Water Quality in Urban Areas” ~~[and]~~ the “Minnesota Storm Water Manual,” and ~~[shall contain, at a minimum, the following design factors:]~~ the City’s Engineering Design Guidelines.

~~[(1) Storm Water Retention/Infiltration Facilities shall:~~

~~(a) be capable of storing and infiltrating runoff from one inch of precipitation over all impervious surfaces on site within 48 hours;~~

~~(b) have pre-treatment provided for storm water runoff prior to entering storm water retention/infiltration facility to reduce sediment and maintenance;~~

~~(c) not be allowed in the following locations:~~

~~(i) — within one year travel zone of a public well as determined by the wellhead protection plan; or~~

~~(ii) — where known soil contamination is present; or~~

~~(iii) — where less than three feet of separation between the infiltration facility and the seasonally high groundwater elevation or bedrock elevation can be provided; or~~

~~(iv) — where other conditions identified by the City Engineer may make infiltration undesirable. [Revised 2/15/11, Ordinance 2065]~~

~~(2) Storm Water Detention Facilities shall provide:~~

~~(a) a permanent pond surface area equal to two percent of the impervious area draining to the pond, or one percent of the entire area draining to the pond, whichever amount is greater;~~

~~(b) an average permanent pool depth of four to 10 feet;~~

~~(c) a permanent pool length to width ratio of 3:1;~~

~~(d) a minimum protective shelf extending 10 feet into the permanent pool with a slope of 10:1, beyond which slopes should not exceed 3:1;~~

~~(e) a device to keep oil, grease, and other floatable material from moving downstream as a result of normal operations; [Revised 2/15/11, Ordinance 2065]~~

~~(f) for new development the ability to limit peak flows in each subwatershed to those that existed before the development for the 10-year storm event. All calculations and~~

~~hydrologic models/information used in determining peak flows shall be submitted along with the storm water management plan; [Revised 2/15/11, Ordinance 2065]~~

~~(g) all storm water detention facilities must have a forebay to remove coarse-grained particles prior to discharge into a watercourse or storage basin.~~

Section 9. Revised City Code – 1982 Section 8-1217 is hereby amended as

follows: (deletions in brackets, additions double underlined)

8-1217 Catch Basins. Any newly installed and rehabilitated catch basins ~~[shall]~~ may be provided with a sump area for the collection of coarse-grained material. City staff shall review the design of catch basins on a case-by-case basis. An appropriate maintenance plan shall be developed and reviewed by City staff prior to construction. Such basins shall be cleaned when they are half filled with material.

Section 10. Revised City Code – 1982 Section 8-1219 is hereby amended as follows:

(deletions in brackets, additions double underlined)

8-1219~~[Inspection and Maintenance.]~~ Storm Water Management Facilities Maintenance Plan and Agreement.

(1) All storm water management facilities shall be designed to minimize the need of maintenance, to provide access for maintenance purposes and to be structurally sound. ~~[All storm water management facilities shall have a plan of operation and maintenance that assures continued effective removal of pollutants carried in storm water runoff. It shall be the responsibility of the applicant to obtain any necessary easements or other property interests to allow access to the storm water management facilities for inspection and maintenance purposes. The City may require a developer to enter into a contract providing for access to perform maintenance and inspection to public or private storm water waste management facilities. [Revised 02/11/15, Ordinance 2065]]~~ The Responsible Party shall enter into a Maintenance Agreement with the City that documents all responsibilities for operation and maintenance of all permanent storm water management facilities. Such responsibility shall be documented in a maintenance plan and executed through a Maintenance Agreement. The Maintenance Agreement shall be executed and recorded against the parcel. The storm water Maintenance Agreement shall be in a form approved by the City and shall describe the inspection and maintenance obligations of this section and shall, at a minimum:

- (a) Designate the Responsible Party who is permanently responsible for maintenance of the structural and nonstructural measures;
- (b) Pass responsibilities for such maintenance to successors in title;
- (c) Allow the City and its representatives the right-of-entry for the purposes of inspecting all permanent storm water management facilities;
- (d) Allow the City the right to repair and maintain the facility, if necessary maintenance is not performed after proper and reasonable notice to the responsible party of the permanent storm water management facility;
- (e) Include a maintenance plan that contains, but is not limited to the following:

- (i) Identification of all structural permanent storm water facility;
 - (ii) A schedule for regular inspection, monitoring, and maintenance of each practice. Monitoring shall verify whether the practice is functioning as designed and may include, but is not limited to quality, temperature, and quantity of runoff;
 - (iii) Identification of the Responsible Party for conducting the inspection, monitoring and maintenance for each practice; and
 - (iv) Include a schedule and format for reporting compliance with the maintenance agreement to the City.
- (f) The issuance of a permit constitutes a right-of-entry for the community or its contractor to enter upon the construction site. The applicant shall allow the community and their authorized representatives, upon presentation of credentials, to:
- (i) Enter upon the permitted site for the purpose of obtaining information, examination of records, conducting investigations or surveys;
 - (ii) Bring such equipment upon the permitted development as is necessary to conduct such surveys and investigations;
 - (iii) Examine and copy any books, papers, records, or memoranda pertaining to activities or records required to be kept under the terms and conditions of the permit;
 - (iv) Inspect the storm water pollution control measures;
 - (v) Sample and monitor any items or activities pertaining to storm water pollution control measures; and
 - (vi) Correct deficiencies in storm water and erosion and sediment control measures.

(2) Inspection of Storm Water Management Facilities. Inspection programs shall be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of state or federal water or sediment quality standards or the NPDES permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to, reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other storm water management practices.

- (a) When any new storm water management facility is installed on private property, or when any new connection is made between private property and a public drainage control system, sanitary sewer, or combined sewer; the property owner shall grant to the City the right to enter the property at reasonable times

and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when the City has a reasonable basis to believe that a violation of this ordinance is occurring or has occurred, and to enter when necessary for abatement of a public nuisance or correction of a violation of this ordinance.

(b) The Director of Public Works, or designated representative, shall inspect all storm water management facilities during construction, during the first year of operation, and at least once every five years thereafter. The inspection records will be kept on file at the public works department for a period of 6 years. It shall be the responsibility of the applicant to obtain any necessary easements or other property interests to allow access to the storm water management facilities for inspection and maintenance purposes.

(3) Records of Installation and Maintenance Activities. The Responsible Party shall make records of the installation and of all maintenance and repairs of the storm water management facilities, and shall retain the records for at least three (3) years. These records shall be made available to the City during inspection of the storm water management facilities and at other reasonable times upon request.

(4) Failure to Maintain Practices. If a Responsible Party fails or refuses to meet the requirements of the Maintenance Agreement, the City, after reasonable notice, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the storm water management facility in proper working condition. In the event that the storm water management facility becomes a danger to public safety or public health, the City shall notify the Responsible Party in writing. Upon receipt of that notice, the Responsible Party shall have thirty days to perform maintenance and repair of the facility in an approved manner. After proper notice, the City may specially assess the owner(s) of the storm water management facility for the cost of repair work and any penalties; and the cost of the work shall be assessed against the property and collected along with ordinary taxes by the county.

Section 11. Revised City Code – 1982 Section 8-1220 is hereby amended as follows:

(deletions in brackets, additions double underlined)

8-1220 Models/Methodologies/Computations. Hydrologic models and design methodologies used for the determination of runoff and analysis of storm water management structures shall be approved by the ~~[Director of Public Services]~~ Public Works Director. Detention facilities shall be designed in accordance with NURP wet detention basin design criteria. Plans, specification, and computations for storm water management facilities submitted for review shall be sealed and signed by a registered professional engineer. All computations shall appear on the plans submitted for review, unless otherwise approved by the Director of Public Services.

Section 12. Revised City Code – 1982 Section 8-1223 is hereby amended as follows:

(deletions in brackets, additions double underlined)

8-1223 Penalty. ~~[Any person, firm or corporation violating any provision of this ordinance shall be guilty of a misdemeanor and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.]~~

(1) Notice of Violation. When the City determines that an activity is not being carried out in accordance with the requirements of this ordinance, it shall issue a written notice of violation to the owner of the property. The notice of violation shall contain:

- (a) The name and address of the owner of Applicant;
- (b) The address when available or a description of the land upon which the violation is occurring;
- (c) A statement specifying the nature of the violation;
- (d) A description of the remedial measures necessary to bring the development activity into compliance with this ordinance and a time schedule for the completion of such remedial action;
- (e) A statement of the penalty or penalties that shall or may be assessed against the person to whom the notice of violation is directed; and
- (f) A statement that the determination of violation may be appealed to the City by filing a written notice of appeal within 15 days of served notice of violation.

(2) Withholding Building Permit Inspections. The City may withhold building permit inspections if the person holding the site development permit does not respond to the notice of violation letter within the time period determined by the City and stated in the notice of violation.

(3) Stop Work Order. Persons receiving a stop work order will be required to halt all construction activities. This Stop Work Order will be in effect until the City confirms that the Land Disturbance Activity is in compliance and the violation has been satisfactorily addressed. Failure to address a notice of violation in a timely manner may result in civil, criminal, or monetary penalties in accordance with the enforcement measures authorized in this ordinance.

(4) Civil or Criminal Penalties. In addition to or as an alternative to any penalty provided herein or by law, any person who violates the provisions of this ordinance shall be guilty of a misdemeanor and subject to prosecution. Such person shall be guilty of a separate offense for each day during which the violation occurs or continues.

(5) Restoration of Lands. Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, the City may take necessary corrective action, the cost of which may, after notice and opportunity for hearing, be specially assessed against the property and collected along with the ordinary taxes by the county.

Section 13. Revised City Code – 1982 Section 8-1224 is hereby amended as follows:

(deletions in brackets, additions double underlined)

~~8-1224 [Severability. If any section, subsection, sentence, clause, phrase, or portion of this Chapter is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.]~~Revised 12/05/00, Ordinance 1719]] Appeals. Any person aggrieved by the action of any official charged with the enforcement of this ordinance, as the result of the disapproval of a properly filed application for approval, issuance of a written notice of violation, or an alleged failure to properly enforce the ordinance in regard to a specific application, shall have the right to appeal the action to the City.

(1) The Applicant shall submit the appeal in writing and include supporting documentation.

(2) City staff shall make a decision on the appeal within 15 business days of receipt of a complete appeal application.

(3) The Applicant may appeal the decision of city staff to the city council. This appeal must be filed with the City within 30 days of City staff's decision.

Section 14. Revised City Code – 1982 Section 8-1225 is hereby added as follows:

(deletions in brackets, additions double underlined)

8-1225 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Chapter is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.[Revised 12/05/00, Ordinance 1719]

Introduced this 17th day of February, 2015.

Adopted this _____ day of _____, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

20.

Meeting Date: 02/17/2015

Subject: Consider Resolution 15-36 Calling for Public Hearing to Establish Tax Increment Financing District 1-31, 110xx Crooked Lake Boulevard

From: Matt Brown, Community Development Specialist

INTRODUCTION

The Council is asked to consider a resolution calling for a public hearing on April 7, 2015 on creation of a tax-increment financing (TIF) district for a senior housing development on the 11000 block of Crooked Lake Boulevard in Port Campus Square. The Council is also asked to consider a non-binding term sheet outlining the terms of the project.

DISCUSSION

The Port Campus Square Master Plan, adopted by the Council in 2013, recommends developing approximately 4.5 acres of land east of the Coon Rapids Ice Center with senior housing. Dominion proposes a 166-unit building oriented toward individuals age 55 and up. All of the units would be affordable to households at or below 60% of the area median income, which reflects the income level of many senior households in the City. The building would be similar to a property in St. Anthony that a few Councilmembers visited on a development tour in 2014. The Council considered a preliminary proposal by Dominion to develop a senior rental project in Port Campus Square at a work session on May 6, 2014. The Council also considered the land sale in a closed session on November 5, 2014. At both meetings, the Council directed Staff to continue negotiations.

Dominion submitted a site plan application, which will be considered at the March 19 Planning Commission meeting and April 7 City Council meeting. Dominion and City staff have agreed on terms of the land sale and financing of the project. The Council is asked to approve a non-binding term sheet, which outlines these terms. Staff expects to have the Council, HRA, and EDA consider a binding purchase agreement and development agreement on April 7. The non-binding term sheet simply provides an overall agreement on the terms of the project. The agreed-upon terms include:

1. Land sale price of \$1,100,000.
2. Begin construction by September 1, 2015 and complete construction by December 31, 2016.
3. Establish a new housing TIF district that would generate \$1,550,000. Dominion would receive incremental property taxes on a pay-as-you-go basis for approximately 25 years. These funds would be used to repay a note and would finance the project. Staff plans to discuss economic development tools, including TIF, in a work session on March 10. Staff can answer more detailed questions at that time.
4. The HRA will provide a \$300,000 deferred loan with an interest rate of 1.0% due three months after maturity of the developer's first mortgage.
5. Conduit bond financing will be provided at no risk to the City.

The Council is also asked to adopt Resolution 15-36 to call for a public hearing on creation of a TIF district for the project and modification of Redevelopment Project Area No. 1 on April 7, 2015. The Council will have an opportunity to discuss the proposal further at that time. In the meantime, staff will prepare the required notices and documentation so the Council can formally consider establishing the district at the time of the public hearing.

RECOMMENDATION

Staff recommends the Council:

1. **Approve** the non-binding term sheet.
2. **Adopt** Resolution 15-36 calling for a public hearing on April 7, 2015 to modify Redevelopment Project Area No. 1 and establish Tax Increment Financing District 1-31.

Attachments

Resolution 15-36

Term Sheet

Location Map

RESOLUTION 15-36

RESOLUTION CALLING FOR A PUBLIC HEARING BY THE CITY COUNCIL ON THE PROPOSED MODIFICATION TO THE REDEVELOPMENT PLAN FOR REDEVELOPMENT PROJECT AREA NO. 1 AND THE PROPOSED ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 1-31 THEREIN AND THE ADOPTION OF THE TAX INCREMENT FINANCING PLAN THEREFOR.

BE IT RESOLVED by the City Council (the "Council") for the City of Coon Rapids, Minnesota (the "City"), as follows:

Section 1. Public Hearing. This Council shall meet on April 7, 2015 at approximately 7:00 P.M., to hold a public hearing on the proposed modification of the Redevelopment Plan for Redevelopment Project Area No. 1 (the "Redevelopment Plan Modification"), the proposed establishment of Tax Increment Financing District No. 1-31 (a housing district), and the proposed adoption of a Tax Increment Financing Plan (the "TIF Plan")(together the "Plans") therefor, all pursuant to and in accordance with Minnesota Statutes, Sections 469.090 to 469.1082, and Sections 469.174 to 469.1794, inclusive, as amended, in an effort to encourage the development and redevelopment of certain designated areas within the City; and

Section 2. Notice of Public Hearing, Filing of the Plans. City staff is authorized and directed to work with Ehlers & Associates, Inc., to prepare the Plans and to forward documents to the appropriate taxing jurisdictions including Anoka County and Independent School District No. 11. The City Manager is authorized and directed to cause notice of the hearing, together with an appropriate map as required by law, to be published at least once in the official newspaper of the City not later than 10, nor more than 30, days prior to April 7, 2015, and to place a copy of the Plans on file in the City Manager's office at City Hall and to make such copy available for inspection by the public.

Adopted by the Coon Rapids, Minnesota City Council this 17th day of February, 2015.

Adopted:

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk

Term Sheet

This Term Sheet is executed as of this ____ day of _____, 2015 by and between Owner and the City of Coon Rapids (the "City") and is intended to set forth the terms upon which the parties hereto may be willing to enter into a Development Agreement. Except for Section 9 below (which shall be binding upon the Developer), This Term Sheet shall not be deemed conclusive or legally binding upon either party and neither party shall have any obligations regarding the property defined below unless and until a definitive Development Agreement is approved by the City and executed by both parties.

1. Owner: Coon Rapids Leased Housing Associates IV, LLLP, an affiliate of Dominion.
2. Property: 110xx Crooked Lake Boulevard, Coon Rapids, MN
3. Developer Conditions:
 - a. Execution of Development Agreement
 - b. Acquisition of EDA- and HRA-owned property and payment of impact fees as stipulated by Development Agreement totaling \$1,100,000.
4. City Conditions:
 - a. Establishment of new Tax Increment Financing Housing District
 - b. City approval of Construction Plans
 - c. Execution of Development Agreement
 - d. City determination that Developer has sufficient financial means to construct Minimum Improvements
5. Minimum Improvements: Improvements to the property will include the construction of 166 units of independent senior housing.
6. Construction Schedule: Commence construction by September 1, 2015, and complete by December 31, 2016. For the purpose hereof, "Commence" shall mean beginning of physical improvement to the Property, including grading, excavation, or other physical site preparation work; and "Completed" shall mean that the Minimum Improvements are sufficiently complete for the issuance of a Certificate of Occupancy.
7. Public Assistance: Subject to all terms and conditions of the Development Agreement, the City will reimburse Developer from available tax increments for up to \$1,550,000 (present value) of qualified costs related to the Minimum Improvements (out of an estimated total of \$30,814,590). Payments will be issued on a pay-as-you-go basis over 25 years with interest at an assumed rate not to exceed 6.0% per annum. The actual interest rate may be adjusted downward based on the developer's actual rate of financing.

The HRA will also provide a deferred loan in the amount of \$300,000 from existing funds. The deferred loan will carry an interest rate of 1.0% simple interest and will become due 3 months after maturity of the Developer's first mortgage.

8. Building Value: The building to be constructed upon the Property is anticipated to have a value of approximately \$100,000 per unit.
9. Fees: The City acknowledges that the Developer submitted a \$12,000 TIF application fee to pay for the costs of establishing a housing TIF district. The Developer shall submit, in addition to the application fee, the sum of Ten Thousand Dollars (\$10,000.00) to pay for the reasonable out-of-pocket legal, financial consultant and administrative fees associated with this transaction.
10. Miscellaneous:
 - a. No transfer of Property or Development Agreement without City consent, which consent rights will be subject to investor and lender requirements.
 - b. Developer covenants to pay property taxes and maintain customary insurance.

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

COON RAPIDS LEASED HOUSING ASSOCIATES IV,
LLLP

By: _____
Its: _____

CITY OF COON RAPIDS

By: _____
Its: Mayor

By: _____
Its: City Manager





City Council Regular

21.

Meeting Date: 02/17/2015

Subject: Consider Introduction of Ordinance Amendment Adopting 2015 State Building Code

From: Greg Brady, Chief Building Official

INTRODUCTION

TO: Mayor, City Councilmembers, City Manager

FROM: Gregory Brady, Building Official

SUBJECT: Revised Ordinance: Adoption of 2015 State Building Code

DATE: February 17, 2015

The State of Minnesota has adopted an updated version of the building code through the adoption of the 2012 International Code Council (ICC). The current edition is based on the 2006 ICC Model Code.

DISCUSSION

State Statute Requirements:

Under 326B.121.

If, as of January 1, 2008 a municipality has in effect an ordinance adopting the State Building Code, that municipality must continue to administer and enforce the State Building Code within its jurisdiction. The municipality is prohibited from repealing its ordinance adopting the State Building Code.

This edition of the code contains several new requirements, the more interesting ones are briefly described below.

- This code edition requires added fire protection of floors by installing a minimum of 1/2 gypsum wallboard or 5/8 inch wood structural panel or equivalent on the underside of the floor framing.
- This code edition also requires that single family residential buildings over 4500 square feet, all twin homes or duplexes and all attached townhouses must have a fire sprinkler system installed. The measurements used are the inside dimensions of the structure and do not include the garage.
- In addition, there are new requirements for fall protection devices or window opening control devices to be added to new construction windows.
- Provisions for the installation of radon systems are also going into effect for new construction homes.

RECOMMENDATION

Staff recommends the introduction of the proposed language amending Chapter 12-200 of the City Code.

Attachments

2015 Bldg Code

ORDINANCE NO.

**AN ORDINANCE REVISING THE ADOPTION DATES
OF THE MINNESOTA RULES AND THEREBY AMENDING
REVISED CITY CODE – 1982 SECTION 12-202**

The City of Coon Rapids does ordain:

Section 1. Revised City Code – 1982 Section 12-202 is hereby amended as follows:

(deletions in brackets, additions double underlined)

12-202 Minnesota Rules Adopted. Minnesota State Building Code adopted by reference in Section 12-201 above includes the following Chapters of Minnesota Rules:

- (1) 1300, Administration of the Minnesota State Building Code;
- (2) 1301, Building Official Certification;
- (3) 1302, State Building Code Construction Approvals;
- (4) 1303, Minnesota Provisions;
- (5) 1305, Adoption of the 2007 International Building Code;
- (6) 1306, Special Fire Protection Systems;
- (7) 1307, Elevators and Related Devices;
- (8) 1309, Adoption of the [~~2007~~] 2015 International Residential Code;
- (9) 1311, Adoption of the [~~2007~~] 2015 Guidelines for the Rehabilitation of Existing Buildings;
- (10) 1315, Adoption of the [~~2005~~] 2014 National Electrical Code;
- (11) [~~1325, Solar Energy Systems;~~] 1322, Adoption of the Minnesota Residential Energy Code;
- (12) [~~1330, Fallout Shelters;~~] 1325, Solar Energy Systems;
- (13) [~~1335, Floodproofing Regulations~~] 1330, Fallout Shelters;
- (14) [~~1341, Minnesota Accessibility Code;~~] Floodproofing Regulations;
- (15) [~~1346, Adoption of the Minnesota State Mechanical Code~~]1341, Adoption of the 2015 Minnesota Accessibility Code;
- (16) [~~1350 Manufactured Homes;~~]1346, Adoption of the Minnesota State Mechanical Code and Fuel Gas Code;
- (17) [~~1360, Prefabricated Structures;~~] 1350, Manufactured Homes;
- (18) [~~1361, Industrialized/Modular Buildings~~] 1360, Prefabricated Structures;
- (19) [~~1370, Storm Shelters (Manufactured Home Parks)~~] 1361, Industrialized/Modular Buildings;
- (20) [~~4715, Minnesota Plumbing Code~~] 1370, Storm Shelters (Manufactured Home Parks);
- (21) ~~7670, 7672, 7674, 7676, and 7678, Minnesota Energy Code [Revised 4/6/99, Ordinance 1661][Revised 12/2/03, Ordinance 1825][Revised 12/4/07, Ordinance 1965]~~4715, Minnesota Plumbing Code; 4715, Minnesota Plumbing Code;
- (22) 5230, Minnesota High Pressure Piping Systems; and

(23) [~~7670, 7672, 7674,~~] 7676, and 7678, Minnesota Energy Code [Revised 4/6/99, Ordinance 1661][Revised 12/2/03, Ordinance 1825][Revised 12/4/07, Ordinance 1965]

Introduced this 17th day of February 2015.

Adopted this ____ day of _____ 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

22.

Meeting Date: 02/17/2015

Subject: Consider Approval of Service Agreement with MHC Bunker Hills

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

INTRODUCTION

It is requested that the City Council authorize the Service Agreement with MHC Bunker Hills to operate the restaurant at Bunker Hills Golf Club.

DISCUSSION

The City Council authorized a memorandum of understand (MOU) with a management consultant for the operation of the food and beverage operation at Bunker Hills Golf Club on October 12, 2014. It was the intent to have MHC Bunker Hills, a Minnesota Limited Liability Company, manage the operation under the MOU until such time as the details of a service agreement could be settled. The recommended service agreement is attached.

In essence, the agreement states that MHC Bunker Hills will operate the restaurant for the City receiving compensation as a percentage of the gross sales as well as a percentage of the net income over \$300,000 effective May 1, 2015. The net income will be after deductions for City incurred depreciation and utilities on the portion of the building attributable to the restaurant. It should be understood that the operation is for the City owned restaurant unlike the previous arrangement that the City had with Potluck Catering, whereas Potluck Catering leased the space from the City and operated the Harvest Grill restaurant.

MHC Bunker Hills will receive a fixed management fee of \$8,500 per month until May 1, 2015.

MHC Bunker Hills will also be paid for the accounting of the operation a fee of \$2,500 per month. Monthly financial statements will be provided to the City by the twentieth of the following month.

The term of the agreement will be for five years with the option to extend for two consecutive five year terms with the written mutual consent of both parties.

RECOMMENDATION

Staff recommends authorization of the Bunker Hills Golf Club Food and Beverage Service Agreement.

Attachments

Service Agreement

Exhibit A - Floor Plan

BUNKER HILLS GOLF CLUB FOOD AND BEVERAGE SERVICE AGREEMENT

THIS BUNKER HILLS GOLF CLUB FOOD AND BEVERAGE SERVICE AGREEMENT (hereinafter referred to as the "Agreement") is made effective this ____ day of ____, 2015, by and between the **CITY OF COON RAPIDS, MN**, a Minnesota municipal corporation whose principal offices are located at 11155 Robinson Drive NW, Coon Rapids, Minnesota 55433 (hereinafter referred to as the ("CITY")) and MHC Bunker Hills, a Minnesota Limited Liability Company whose principal offices are located at 345 St. Peter Street, St. Paul, Minnesota 55102 (hereinafter referred to as "Food and Beverage Manager").

RECITALS

WHEREAS, the CITY is the owner of certain improvements located at 12800 Bunker Prairie Road NW, Coon Rapids, Minnesota and commonly known as the Bunker Hills Golf Club.

WHEREAS, the CITY desires to hire a Food and Beverage Manager to manage its Bunker Hills Golf Club (Facility) which is described as follow:

- A.** Those portions of the main level of the golf course clubhouse facility consisting of approximately 17,048 square feet as outlined on the drawing attached hereto, and incorporated herein, and designated on Exhibit A.
- B.** Those portions of the lower level of the golf course clubhouse facility consisting of approximately 1,623 square feet as outlined on the drawing attached hereto, and incorporated herein, and designated on Exhibit A.
- C.** An outdoor deck/patio area of approximately 2,959 square feet adjacent to the bar and grill portion of the facility which is available for food and beverage service as shown on Exhibit A.
- D.** A "halfway house" designed to serve golfers as they move from the front nine of play to the back nine of play.

WHEREAS, the CITY, conducted a process whereby proposals were sought to provide full-service, food and beverage catering services and food and beverage concession services at the Facility (hereinafter referred to as the "Proposal Process"); and

WHEREAS, after having fully and diligently reviewed and analyzed all proposals received in response to the Proposal Process, including the proposal submitted by Food and Beverage Manager, the CITY has determined that it is in the best interests of the Facility, the CITY and its citizens to engage the services of Food and Beverage Manager to provide full-service restaurant operations, food and beverage catering services and concession services at the Facility in accordance with the terms and conditions contained in this Agreement.

WHEREAS, a significant portion of the day-to-day operational functions of the Facility are presently being managed by the Food and Beverage Manager as an agency of the CITY pursuant to the Memorandum of Understanding adopted by the City Council of the City of Coon Rapids, effective November 2, 2014; and

WHEREAS, pursuant to Council authorization on October 21, 2014, the CITY has entered into this Agreement with the Food and Beverage Manager, whereby the CITY has engaged the Food and Beverage Manager to, among other things, equip, maintain, manage and operate the Facility;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged by CITY and Food and Beverage Manager, the parties agree as follows:

1. Appointment as Food and Beverage Manager

1.1 Food and Beverage Manager hereby accepts the exclusive appointment made by the CITY, subject to the terms and conditions of this Agreement, to provide full service restaurant operations, food and beverage catering services and concession services (hereinafter referred to as the “Services”) in areas designated at the Facility. The Services to be provided by the Food and Beverage Manager to the CITY pursuant to this Agreement include but are not limited to the preparation and service of meals and beverages (including alcoholic and non-alcoholic beverages) to guests attending certain events and meetings at the Facility. The CITY hereby also grants Food and Beverage Manager, subject to all the terms and conditions of this Agreement, the exclusive right to sell at all areas designated by the CITY and located throughout the Facility at any and all events: (a) all food, beverages (including alcohol and non-alcoholic beverages), and such other consumable products as may be approved in writing by CITY (hereinafter referred to as the “Consumable Products”).

2. Food and Beverage Manager’s Operating Responsibilities

2.1 The Food and Beverage Manager and representatives of the CITY shall consult regularly, with reference to the operations of Food and Beverage Manager, to review such operations to provide services in a proper manner for persons attending the Facility. CITY shall have final approval of all staffing levels and what sales locations will be opened or closed for each event. Food and Beverage Manager shall keep the operations open during the hours as may be reasonably required to adequately meet public demand as determined by the CITY.

Operating Standards, CITY Approval Required.

2.2 Food and Beverage Manager shall operate the Services in such a manner consistent with restaurant and catered food and beverage operating standards employed by a First Class Center, as defined below. All food and beverages prepared and served by Food and Beverage Manager shall be of the highest standard of quality and purity, and shall be appropriately prepared and appropriately served. The Food and Beverage Manager’s provision of the Services shall conform to the requirements of all applicable federal, state, county and municipal laws and ordinances. For purposes of this Agreement, a “First Class Center” means a restaurant, catering and meeting facility which maintains high standards of cleanliness and maintenance, with appropriately-trained and uniformed staff and would normally be generally recognized as a leading catering and restaurant facility in Minnesota and the surrounding four states (“First Class Center”).

2.3 Subject to this section of this Agreement, all rates charged for Services by Food and Beverage Manager to guests of the Facility for provision of the Services shall be set by the Food and Beverage Manager. Prior to the Effective Date, Food and Beverage Manager shall submit to the CITY for CITY’s written approval, an initial rate and charge structure. Any posted changes to the rate structure made by Food and Beverage Manager thereafter shall be such that the rates and charges are competitive with First Class Centers. It is the understanding of both Food and Beverage Manager and the CITY that the Services be operated in a manner that generates the optimum profit for the CITY.

2.4 During all events at the Facility, the Food and Beverage Manager shall post signs and provide menus advertising the prices of items offered for sale. The signs and menus must be approved by the CITY. The Food and Beverage Manager shall set up equipment and small wares for all foodservice events. Food and

Beverage Manager shall be responsible for setting up and tearing down all portable equipment, including work tables, if any, supplied by the CITY.

Direct Operating Costs.

2.5 Unless otherwise agreed to between the parties, Food and Beverage Manager, as a Direct Operating Cost, shall procure and maintain during the term of this Agreement all appropriate licenses and permits which may be required for the operation of the Services; provided, however, that CITY shall provide Food and Beverage Manager with such assistance as Food and Beverage Manager shall reasonably request in connection with any application by Food and Beverage Manager for any such license or permit or the renewal thereof.

2.6 Food and Beverage Manager, as a Direct Operating Cost, shall sell and serve alcoholic beverages under a license issued to the Food and Beverage Manager in strict accordance with Minnesota state law. Any fines or penalties against the liquor license held by the Food and Beverage Manager as a result of violations of law committed by Food and Beverage Manager or any employee or person acting on behalf of Food and Beverage Manager shall be paid by Food and Beverage Manager. Provided that Food and Beverage Manager does not breach or violate any of the terms, conditions or laws applicable to a holder or user of such license, CITY shall not take, and shall use its reasonable best efforts not to permit any other person, firm or entity to take any action that is inconsistent with, or would constitute a violation of, any of the terms and conditions of the on-site liquor license for the Facility, or any other license or permit obtained by Food and Beverage Manager in connection with the operation of the Services hereunder.

2.7 Food and Beverage Manager, as a Direct Operating Cost, shall pay and discharge when due all sales, use, excise and other taxes imposed on Food and Beverage Manager's provision of Services at the Facility. Food and Beverage Manager shall pay all social security, unemployment insurance, and other federal, Minnesota and local taxes, which are measured by the wages, salaries or other remuneration paid to persons employed by Food and Beverage Manager.

2.8 Food and Beverage Manager, as a Direct Operating Cost, shall, at all times, maintain the Facility, including those assigned to Food and Beverage Manager and those to which Food and Beverage Manager has access, in a neat, clean and sanitary condition. These areas include but are not limited to concession stands, bars, restaurants, pantries, condiment stands, kitchens, storage and prep areas and all adjacent areas. This maintenance includes providing daily janitorial services. The CITY may direct Food and Beverage Manager to increase use of both services. Food and Beverage Manager shall furnish all common and skilled labor to stock, set up, dismantle and move foodservice stands, equipment, portables, catering tables and chairs.

2.9 Food and Beverage Manager, as a Direct Operating Cost, shall be responsible for repairing and maintaining all food service equipment as well as the interior work space of all assigned facilities within the Facility, including areas directly adjacent to permanent or portable concession locations which are used for production, storage or condiment service. Food and Beverage Manager will maintain on a continuing basis assigned receiving docks and elevators that are used by vendors to deliver product to the Food and Beverage Manager. Food and Beverage Manager will be responsible for the timely return of items such as pallets, crates, linen carts, and other equipment used in the conduct of operations that belong to the suppliers.

2.10 Food and Beverage Manager shall pay, as a Direct Operating Cost, its own usage of telephone, internet and data service provided by the CITY's telephone service provider. Also, as a Direct Operating Cost, Food and Beverage Manager shall repair or replace any utility service or lines damaged by the Food and Beverage Manager. Food and Beverage Manager's sewer lines shall be self-maintained to the satisfaction of the CITY as a Direct Operating Cost, and Food and Beverage Manager shall take all

precautionary measures necessary to assure that grease is not discharged in the sewers.

2.11 Food and Beverage Manager shall deposit in receptacles all waste (garbage, recyclables, refuse) which accumulates in the Facility and shall keep the Facility in good, clean and sanitary condition. Waste removal from areas assigned to Food and Beverage Manager shall be the sole responsibility of Food and Beverage Manager, as a Direct Operating Cost. All waste receptacles shall be cleaned and sanitized by Food and Beverage Manager to insure a high standard of sanitation. Grease removal to avoid collection and spillage will be arranged and provided by Food and Beverage Manager. CITY is responsible for providing the dumpsters and for the emptying of them from the Facility. Food and Beverage Manager agrees to utilize prudent energy management and follow rules and programs of the Facility relating to recycling and conservation.

2.12 Food and Beverage Manager, as a Direct Operating Cost, shall at all times, provide a sufficient number of appropriately trained and capable managerial, food preparation, wait person, customer service and other personnel to provide first class products and services with respect to its operation of the Services. Food and Beverage Manager shall ensure that employees are clean, courteous, efficient and properly trained. Food and Beverage Manager shall also be responsible for providing all uniforms for its employees and food, beverage and cleaning supplies necessary to conduct the services. The quality, design and color of any new uniforms shall be subject to CITY's approval. Employees shall be attired in clean uniforms at all times when the Facility is open to the general public or other patrons or potential patrons. Food and Beverage Manager shall further designate and physically situate a Director of Hospitality at the Facility throughout the Term or Extended Term of this Agreement, whose responsibilities shall include serving as the primary contact person for the CITY. The CITY shall have the right to approve the Food and Beverage Manager's Director of Hospitality. All persons hired by Food and Beverage Manager shall be employees of Food and Beverage Manager and not employees of the CITY. Food and Beverage Manager shall comply with all applicable federal, state, county, and municipal laws and ordinances pertaining to wages and hours of employment for all its employees at the Facility. Food and Beverage Manager shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, age, or disability in violation of any applicable federal, state, county, or municipal law or ordinance.

2.13 Food and Beverage Manager shall, as a Direct Operating Cost, conduct regularly scheduled training sessions for employees. At a minimum, the training will include:

1. Company and Facility Orientation
2. Customer Service Training
3. Job Skills Training – Certification Training4. T.I.P.S. Alcohol Awareness Training and T.I.P.S. Trainer Certification
5. HAACP and Safe Food Handling – ServSafe Training
6. Drug and Alcohol Training
7. Anti-Harassment Training
8. Computer Skills Training

In addition, management will undergo training as approved by the CITY. At a minimum such training will include:

1. Leadership Training
2. Conflict Resolution Training
3. Train the Trainer Workshop
4. Hiring Practices Training
5. Documentation and Discipline Training
6. Manager on Duty Training
7. Interpersonal Communication Training
8. Business Writing Training

9. ServSafe Applied Sanitation Training

2.14 At a minimum, Food and Beverage Manager shall maintain a full-time management staff. CITY and Food and Beverage Manager will mutually agree on any increases or decreases of the minimum staff requirement as indicated by economic circumstances.

Advertising.

2.15 All advertising rights at the Facility belong to the CITY. Food and Beverage Manager shall not advertise any brand names in the Facility without the written approval of the CITY. Food and Beverage Manager shall not use the name or logo of the Facility on any material without the approval of the CITY. No advertising of any kind is allowed on any of Food and Beverage Manager or third party's equipment unless approved by the CITY. The Food and Beverage Manager shall not advertise in any manner or form, or about the Facility, or elsewhere, or in any newspaper or otherwise except by means of such signs or forms of advertising as may be approved by the CITY.

2.16 CITY may require Food and Beverage Manager to use specially designed logoed sales material, menus, cups, napkins, matches and other material.

2.17 Notwithstanding anything herein to the contrary, the CITY may sell advertising and sponsorship packages for the Facility that may include product availability rights at the Facility, where allowed by law. The Food and Beverage Manager shall be notified and provided an opportunity to consult with the CITY on the operational and financial effect the advertising and sponsorship deal may have on the Food and Beverage Managers operations prior to executing the agreement. Notwithstanding the foregoing, however, the CITY retains final decision making authority regarding advertising and sponsorship packages. The Food and Beverage Manager shall honor all rights granted to these advertisers.

Business Records and Accounting Systems

2.18 The Food and Beverage Manager will coordinate and provide a review or certified audit of the Food and Beverage Manager's operation by a reputable public accounting firm approved by the CITY, upon the CITY's request. The results of the review or audit must be submitted to CITY no later than ninety (90) days after the end of the Contract Year. The cost of this review or audit is a Direct Operating Cost.

2.19 The Food and Beverage Manager shall maintain books and records in a format approved by CITY, and these shall be open for inspection at any time during the term of this Agreement and for a reasonable period, not to exceed six (6) years thereafter. Any moneys due and payable to the CITY including undisputed discrepancies found in audits are due thirty (30) days from date the finding are released. Any unpaid amounts due to the CITY in excess of the time period referenced above are subject to an assessment of a late fee, payable to the CITY, at an interest rate of 18.5% per annum, pro-rated daily from the day such moneys are due.

2.20 Food and Beverage Manager and the CITY shall inventory all equipment, improvements, uniforms and small wares on an annual basis to determine what replacements and repairs are required, and to adjust the depreciation schedule accordingly.

2.21 Food and Beverage Manager must use computerized cash or point-of-sale registers that accept credit and debit cards at most sales locations. This includes portable and permanent concession and retail stands, lounges, and for all catering and retail billing. The CITY shall have access to all such sales and management reports. The CITY and the Food & Beverage Manager mutually agree the security of credit and personal data of guests of the Facility is of the utmost importance. Both parties agree they will cooperate, to

the best of its ability, to insure all point-of-sale registers comply with the Payment Card Industry (PCI) Data Security Standards.

2.22 Food and Beverage Manager shall submit to CITY seven (7) months prior to the Contract Year a proposed Annual Operating Budget for the next Contract Year. The proposed Annual Operating Budget shall include estimates of revenues and any and all amounts needed for Capital Expenditures, Operating Expenses, and CITY Costs for the Contract Year in the same format as the monthly financial statements. Manager and CITY shall use their best reasonable efforts to promptly discuss, negotiate and approve the proposed Operating Budget. Food and Beverage Manager shall not be liable to CITY for reasonable expenditures made by the Food and Beverage Manager in excess of any budgeted amounts in the Annual Operating Budget, provided that, such expenditures are made by Food and Beverage Manager in good faith and within the exercise of its best professional judgment. Provided, however, that Manager shall promptly notify CITY if Operating Expenses and/or Capital Expenditures are more than ten percent (10%) higher, on a monthly basis, than what is estimated in the Annual Operating Budget as a whole for a major budget category, and CITY shall thereafter be entitled to schedule a meeting at which the parties shall use their best reasonable efforts to adjust future expenditures or other features of the Annual Operating Budget in a fashion that addresses the reasons for the departure from said Annual Operating Budget.

2.23 All Working Capital furnished by CITY and amounts received by Food and Beverage Manager in the operation of the Facility, including without limitation all Gross Revenues, shall be deposited in the Agency Account of the Food and Beverage Manager. The Agency Account shall be maintained for the CITY in a bank selected by Food and Beverage Manager and approved by CITY. Such monies shall not be commingled with the funds of Food and Beverage Manager or CITY. As long as this Agreement is in effect, Food and Beverage Manager shall have sole signing authority with respect to the Agency Account and all funds deposited in the Agency Account.

Misc. Duties of Food and Beverage Manager

2.24 Food and Beverage Manager shall comply with and observe all federal, Minnesota and local laws, ordinances and regulations as to sanitation, the purity of food and beverages, recycling or otherwise relating to its operation under this Agreement.

2.25 All records relating to the Services shall be kept on file by Food and Beverage Manager during the continuance of this Agreement. Food and Beverage Manager shall maintain suitable records, including, but not limited to, books of account, showing sales, commissions and other revenues payable by the Food and Beverage Manager to the CITY pursuant to this Agreement, at the Facility, and such record shall be available for inspection by CITY at any time and on any day during regular business hours; provided, however, that such inspection shall not unreasonably interfere with Food and Beverage Manager's provision of the Services. Upon any termination of this Agreement, and after payment to the Food & Beverage Manager of any and all monies due and owing the Food & Beverage Manager, pursuant to this Agreement, including without limitation any Management Fee or Incentive Fee, all such books and records, including, but not limited to, any information relating to scheduled private events to be held at the Facility, shall be turned over to the CITY. If there is a dispute between the CITY and the Food and Beverage Manager regarding monies owed to either party, the disputed amount will be placed into an escrow account with a independent third party agent who will hold the funds until the dispute is resolved.

2.26 Food and Beverage Manager agrees that its employees and agents will comply with and observe all rules and regulations concerning conduct of its employees at the Facility which CITY may from time to time impose upon Food and Beverage Managers employees and agents at the Facility subject to restrictions imposed upon Food and Beverage Manager by any federal, state or local statute, law, code or

regulations or by any collective bargaining agreement or other contract affecting such employee or agent.

2.27 To the extent permitted by law, CITY shall have the option, at its sole discretion, to purchase equipment and supplies through Food and Beverage Manager's suppliers.

2.28 Food and Beverage Manager shall use commercially reasonable efforts to assist the CITY in securing additional corporate sponsorship in the Facility.

3. Responsibilities of CITY

3.1 CITY hereby represents and warrants that as of the Effective Date, CITY owns outright, title and interest in and to the Facility and all furniture and equipment located at the Facility. CITY shall, at no expense to Food and Beverage Manager, provide Food and Beverage Manager with the reasonably necessary physical space within the Facility, including access thereto to conduct the services, including, without limitation, the Facilities, storage/warehouse space, offices, a check in/out cash handling area and loading areas.

3.2 CITY shall, at no expense to Food and Beverage Manager, provide Food and Beverage Manager with the necessary equipment and facilities in good order and repair, to conduct the Services including, without limitation, such equipment and facilities associated with the storage, preparation and sale of Consumable and non-consumable products and provision of the Services at the Facility. Unless otherwise agreed to by the Food and Beverage Manager and the CITY, all rights and claims of ownership and title to such equipment and facilities shall at all times remain vested in the CITY. The location of all foodservice areas, whether temporary, portable or permanent, shall be designated by the CITY. The Food and Beverage Manager shall acquire no right to such areas once assigned and the CITY reserves the right to require Food and Beverage Manager to move such operations and equipment to facilitate the needs of events. Nothing herein contained shall be held to limit or qualify the right of the CITY to a free and unobstructed use, occupation, and control of the Facility, or of the CITY's right of ingress and egress to the Facility for itself, its Food and Beverage Managers, and the public. Representatives of the CITY shall have the right to enter upon and have access to all spaces occupied by the Food and Beverage Manager at any time.

3.3 CITY shall pay and provide the cost of utilities including HVAC, electricity, gas, and water service; refuse disposal and utility distribution systems necessary to operate the services to the Food and Beverage Manager monthly. CITY shall maintain, repair and replace the roofs and all exterior walls of the Facilities.

3.4 CITY shall pay and provide the cost of all real and personal property taxes applicable to the Facility.

3.5 At all times during the continuance of this Agreement, CITY shall maintain the Facility in full compliance with all applicable federal, state, and local laws, regulations and governmental orders.

3.6 Food and Beverage Manager must provide all service tables, bars, linen, skirting, place settings and appropriate room and table décor on a timely basis, as well as removing same immediately following each catered event.

3.7 The CITY shall have the right to enter the foodservice areas and storage spaces at all reasonable times for the purpose of examining the state of repair and condition of the premises and the equipment and for the purpose of determining whether the terms, covenants and conditions contained in this Agreement are being fully and faithfully observed and performed. The CITY shall have the right to reject

the character of service and require that undesirable practices be discontinued or remedied. Failure of the Food and Beverage Manager to take appropriate action after notification from the CITY shall be considered a breach of contract.

- 3.8 The CITY shall have the right to approve or reject, prior to implementation, the following:
- (a) Areas in which product may be sold;
 - (b) Areas in which alcoholic beverages may be sold;
 - (c) Dates and times sales areas may and shall be open for business;
 - (d) Number of sales areas that must be open for each event;
 - (e) Items to be offered for sale;
 - (f) The brand, quality and quantity of all food, beverages, containers, packages and goods offered for sale;
 - (g) The price of all items offered for sale;
 - (h) Design of employees' uniforms including colors;
 - (j) The method used for the orderly control of patrons at the sales areas;
 - (k) Any change in the appearance of sales areas;
 - (l) Maintenance and clean-up procedures and materials;
 - (m) The number, type and placement of vending machines;
 - (n) Size, type and placement of any temporary or movable stands;
 - (o) Any individuals assigned to managerial position or responsibilities on site.

3.9 The CITY and the Food and Beverage Manager shall mutually agree on any and all questions which may arise as to the acceptability of services rendered, number of service areas required, levels of staffing by area, prices, portions, products, manner of performance.

4. Improvements

4.1 CITY shall provide all equipment and improvements. Additional equipment or improvements shall be purchased upon request by the Food and Beverage Manager, at the sole discretion of the CITY. The equipment, improvements, small wares and uniforms shall be mutually agreed upon by the CITY and Food and Beverage Manager.

4.2 Food and Beverage Manager shall be responsible for maintaining, as a Direct Operating Cost, all improvements, equipment and small wares used in the performance of its duties, including rolling stock, in a good state of repair subject only to normal wear and tear. The CITY may require the use of its in-house maintenance staff for these repairs and maintenance if it is in the CITY's best interest. Food and Beverage Manager shall maintain par levels approved by the CITY of all equipment improvements, uniforms, and small wares. The cost to repair equipment, other improvements, uniforms, and/or small wares at or below \$10,000.00 is a Direct Operating Cost and will be paid by Food and Beverage Manager And those \$10,000.00 will be approved and paid by the CITY, at their sole discretion. CITY and Food and Beverage Manager agree that prior to the beginning of each Contract Year, a representative of the parties hereto shall inspect the equipment used for the purposes of this Agreement and at that time by mutual agreement determine the condition of said equipment.

4.3 The Food and Beverage Manager shall not permit any waste, injury, or damage upon or to the Facility or its equipment and appurtenances. At the expiration of the Agreement, the Food and Beverage Manager shall leave the Facility and its equipment, improvements, uniforms, small wares, furnishings, decor and appurtenances, and deliver same to CITY, in at least the same condition as that which they were at the Effective Date of the Agreement, less wear and tear, plus any additions to furnishings, small wares, uniforms, equipment purchases and improvements made by the Food and Beverage Manager during the Term or Extended Term of this Agreement will become the property of the CITY. Copies of all invoices will be

provided to the CITY at the time of purchase to be added to the fixed asset inventory. Any fixed assets or equipment to be disposed of due to wear and tear will be first approved by the CITY and the fixed asset inventory so adjusted.

4.4 The Food and Beverage Manager and/or its employees shall not erect, maintain or keep at the Facility, any structure or equipment of any kind, except with the written consent of the CITY. The Food and Beverage Manager shall not make any alterations in, or additions to, nor post any signs upon any part of the premises or permit signs to be posted for advertising of services of any nature on the premises or on the Food and Beverage Manager's person, employees, or equipment without prior permission of the CITY.

4.5 The Food and Beverage Manager shall not remove any article, piece of equipment or other property furnished to the Facility without the express written permission of the CITY.

5. Financial Arrangements

5.1 Throughout this Agreement, the following terms shall have the following meanings unless otherwise stated:

A. "Accounting Period" refers to twelve (12) calendar month time periods in each of Food and Beverage Manager's Contract Year.

B. "Contract Year" shall mean the period of time between January 1, 2015 and December 31, 2015, and every January 1st through December 31st thereafter until the termination of this Agreement.

C. "Direct Operating Costs" are the annual actual out-of-pocket costs of the Services incurred by Food and Beverage Manager at the Facility pursuant to this Agreement, as approved by the CITY, which approval shall not be unreasonably withheld or delayed, and paid for by the Food and Beverage Manager. Except as otherwise provided herein, these costs include but are not limited to, the actual expense of the products necessary to provide the Services including on-site payroll, payroll taxes, fringe benefits and other on-site operating expenses such as credit card processing fees, communication costs, repairs, maintenance, cleaning and office supplies, advertising costs to promote Facility Services, insurance, Management Fee, interest expense and depreciation of capital items as defined by the CITY. Direct Operating Cost also includes any costs allocated by the CITY to the Food and Beverage Manager's such as utilities, waste removal and real estate taxes. Direct Operating Costs shall also include a twenty-five percent (25%) percent discount for up to ten (10) CITY sponsored catered events of twenty-five (25) people or less. There will not be a room rental fee charged to the CITY for CITY sponsored events of twenty-five (25) people or less. The CITY will be granted six (6) CITY sponsored events of twenty-five people or more during each Contract Year in which they will not be charged a room rental fee and will receive a twenty-five percent (25%) discount. Direct Operating Costs do not include any costs incurred by the Food and Beverage Manager which can reasonably be considered non-CITY approved corporate allocations, late fees, or the expenses of any person or entity having an ownership interest in the Food and Beverage Manager. However, the Food and Beverage Manager may include and charge back to the Facility as Direct Operating Costs expenses it incurs to provide Centralized Services to the Facility after approval by CITY. Centralized Services are defined as those provided to the Facility from one of the Food and Beverage Manager's affiliate or subsidiary companies to provide the full benefit of accounting, management information systems and human resources services which are outside the scope of those provided for in this Agreement, purchasing services, personnel recruiting and training programs or other group benefits and services as are made available generally to properties managed by the Food and Beverage Manager. Centralized Services also includes any expenses incurred by the Food and Beverage Manager to provide temporary labor to the Facility from one of its affiliates or subsidiary companies as a substitute worker to fill an open position while the Facility searches for a permanent replacement.

D. "Gross Revenues" shall refer to the total amount of money, rental and service charges received by Food and Beverage Manager, or any agent, subcontractor, or employee of Food and Beverage Manager for all sales, cash or credit (whether collected or not) made as a result of the Service rights granted under the Agreement, excluding applicable sales taxes.

E. "Fixed Management Fee" shall be the fixed amount paid to Food and Beverage Manager by CITY for providing the Services from January 1, 2015 through April 28, 2015.

F. "Management Fee" shall refer to the variable amount paid, monthly, to Food and Beverage Manager for providing the Services beginning on May 1, 2015 through the remaining Term of this Agreement, based on a percentage of Gross Revenues.

G. "Management Incentive Fee" shall refer to the percentage of Net Income payable to Food and Beverage Manager on an annual basis.

H. "Net Income" shall be, for each Accounting Period, the difference between Gross Revenues and the sum of Direct Operating Costs.

5.2 The CITY shall pay the Food and Beverage Manager for operating the Services pursuant to this Agreement, a monthly Fixed Management fee of eight thousand five hundred dollars (\$8,500) for the period January 1, 2015 through April 28, 2015.

Effective May 1, 2015 through December 31, 2015, CITY shall pay Food and Beverage Manager a monthly Management Fee, equal to four percent (4.0%) of Gross Revenues.

Effective January 1, 2016 through December 31, 2019, CITY shall pay Food and Beverage Manager a monthly Management Fee equal to three percent (3.0%) of Gross Revenues.

CITY authorizes the Food and Beverage Manager to pay the Management Fee from the Agency Account on the tenth (10th) day of the month following the month in which the Management Fee is earned.

5.3 CITY shall pay two thousand five hundred dollars (\$2,500) per month accounting fee. This amount may be periodically adjusted to reflect expense increases or decreases experienced by the Food and Beverage Manager to provide accounting services. Any accounting service adjustment will be discussed with and agreed to by the CITY prior to implementation.

5.4 Food and Beverage Manager shall also be eligible to receive an annual Management Incentive Fee for services rendered under this Agreement. The annual Management Incentive Fee shall be calculated as follows and paid within ninety (90) days following the end of the Contract Year:

A. Effective May 1, 2015 through December 31, 2015, the Food and Beverage Manager will be eligible to receive a fifteen percent (15%) Management Incentive Fee of the Net Income that exceeds \$300,000 in the Contract Year.

B. Effective January 1, 2016 through December 31, 2019, the Food and Beverage Manager will be eligible to receive a twenty-five percent (25%) Management Incentive Fee of the Net Income that exceeds \$300,000 in the Contract Year.

5.5 Food and Beverage Manager shall collect all proceeds from the operation of the Services under this Agreement and maintain accurate records and reports with respect to such proceeds (categorized into such categories as the CITY may reasonably require) and deposit such proceeds on a daily basis into such account(s) as the CITY may require. In so doing Food and Beverage Manager shall institute such security, inventory, supplies and alcohol control procedures as CITY may reasonably require ensuring the accurate accounting for and depositing of funds and preservation of inventory, supplies and Concession products.

5.6 By the 15th day after the end of each Contract Year quarter, Food and Beverage Manager shall meet and discuss the cash position of the business and determine the amount of cash to be remitted to or received from the CITY after accounting for a ninety (90) day Profit & Loss Forecast, or cash flow, and sufficient working capital. The CITY is to maintain a working capital floor, which may be adjusted from time to time, and considers the Facilities business volume and seasonality. The CITY and the Food and Beverage Manager will meet and mutually agree on the working capital floor. The working capital floor will provide labor and fringe benefits costs for ninety (90) days of operations and take into consideration thirty (30) days of Direct Operating Costs.

5.7 The Food & Beverage Manager shall not be obligated to advance any of its own funds for the maintenance and operations of the Facility or for the account of the CITY, or to incur any liability with respect to the Facility. However, if the Food & Beverage Manager shall have advanced any funds in payment of any necessary, desirable and appropriate expenses reasonably related to, the maintenance and operation of the Facility, CITY shall promptly provide reimbursement to the Food & Beverage Manager upon demand.

5.8 Food and Beverage Manager shall submit such financial statements pertaining to the operations which may be reasonably required by the CITY. The Food & Beverage Manager shall keep full and adequate books of account and other records reflecting the results of operation of the Facility, on an accrual basis, all in accordance with the National Restaurant Association's Uniform System of Accounts for Restaurants, seventh edition or newer. The Food & Beverage Manager shall provide to the CITY an unaudited operation statement reflecting revenues and expenses for each month during which the Food & Beverage Manager manages the Facility and an unaudited Balance Sheet. Such statements shall be provided no later than the twentieth (20th) day of the succeeding month. The CITY further reserves the right to conduct an audit of such financial statements and other financial records required to be maintained by the Food and Beverage Manager pursuant to this Agreement.

6. Indemnification; Insurance

6.1 Food and Beverage Manager agrees to indemnify and hold CITY, together with their respective officials, employees, agents and assigns (hereinafter referred to as the "Indemnified Parties") harmless from any and all claims for personal injury, death, or property damage and any other losses, damages and expenses, including reasonable attorneys' fees, which arise out of, or relate in any way whatsoever with, or by reason of the use of the Facility by Food and Beverage Manager, its employees, agents, assigns or invitees; provided, however, that nothing contained herein shall require Food and Beverage Manager to defend or indemnify the Indemnified Parties for losses, damages, injuries or death arising out of any act, error or omission of the Indemnified Parties. Food and Beverage Manager also agrees to indemnify the Indemnified Parties from and against any and all claims, suits, damages, costs, losses, and expenses including reasonable attorneys' fees in any manner arising out of, or connected with, any alleged failure of the Food and Beverage Manager, its subcontractors, agents, successors, assigns, officers, or employees to comply with any applicable federal, state, and local laws, ordinances, rules and regulations.

6.2 The CITY agrees to indemnify and hold the Food and Beverage Manager, together with their respective officials, employees, agents and assigns (hereinafter referred to as the "Indemnified Parties") harmless from any and all claims for personal injury, death, or property damage and any other losses, damages and expenses, including reasonable attorneys' fees, which arise out of, or relate in any way whatsoever with, or by reason of the use of the Facility by CITY, its employees, agents, assigns or invitees; provided, however, that nothing contained herein shall require CITY to defend or indemnify the Indemnified Parties for losses, damages, injuries or death arising out of any act, error or omission of the Indemnified Parties. CITY also agrees to indemnify the Indemnified Parties from and against any and all claims, suits, damages, costs, losses, and expenses including reasonable attorneys' fees in any manner arising out of, or connected with, any alleged failure of the CITY, its subcontractors, agents, successors, assigns, officers, or employees to comply with any applicable federal, state, and local laws, ordinances, rules and regulations.

6.3 Food and Beverage Manager's obligation to indemnify and hold CITY harmless pursuant to this Agreement shall be dependent upon CITY promptly notifying Food and Beverage Manager in writing of any such claim or lawsuit against CITY as soon as reasonably practicable, but in no event later than twenty (20) working days after (a) CITY's receipt of the summons and complaint with respect to any lawsuit or other judicial proceeding; or (b) CITY's receipt of actual notice of any other claim or administrative proceeding. CITY agrees to forward to Food and Beverage Manager any summons and complaints and all other documents which relate to any such claim lawsuit together with CITY's written notice of such claim or lawsuit under this Section 6.2. The failure of CITY to notify Food and Beverage Manager of any such claim or lawsuit as provided in this Section 6.2 shall relieve Food and Beverage Manager of any and all obligations whatsoever to indemnify CITY under Section 6.2. Food and Beverage Manager shall have sole control over the defense, settlement and discharge of any such claim or lawsuit; provided, however, that CITY shall provide Food and Beverage Manager with all assistance reasonably requested by Food and Beverage Manager in connection with the defense, settlement and discharge of such claim or lawsuit. Nothing contained in this Agreement shall be either construed to waive, or to require the Food and Beverage Manager to waive the Food and Beverages Manager's statutory and common-law immunities and statutory limits of liability with regard to any claim described herein.

6.4 CITY's obligation to indemnify and hold Food and Beverage Manager harmless pursuant to this Agreement shall be dependent upon Food and Beverage Manager promptly notifying CITY in writing of any such claim or lawsuit against Food and Beverage Manager as soon as reasonably practicable, but in no event later than twenty (20) working days after (a) Food and Beverage Manager's receipt of the summons and complaint with respect to any lawsuit or other judicial proceeding; or (b) Food and Beverage Manager's receipt of actual notice of any other claim or administrative proceeding. Food and Beverage Manager agrees to forward to CITY any summons and complaints and all other documents which relate to any such claim lawsuit together with Food and Beverage Manager's written notice of such claim or lawsuit under this Section. The failure of Food and Beverage Manager to notify CITY of any such claim or lawsuit as provided in this Section 6.3 shall relieve CITY of any and all obligations whatsoever to indemnify Food and Beverage Manager under Section 6.3. CITY shall have sole control over the defense, settlement and discharge of any such claim or lawsuit; provided, however, that Food and Beverage Manager shall provide CITY with all assistance reasonably requested by CITY In connection with the defense, settlement and discharge of such claim or lawsuit. Nothing contained in this Agreement shall be either construed to waive, or to require the CITY to waive the CITY's statutory and common-law immunities and statutory limits of liability with regard to any claim described herein.

6.5 Food and Beverage Manager shall procure and maintain the following insurance:

A. Workers Compensation Insurance coverage with the statutory, limits or liability as provided by State law, including not less than \$500,000 per accident, \$500,000 per employee, and \$500,000 per disease employer's liability applicable to employees, agents, volunteers and assigns of Food and

Beverage Manager;

B. Commercial General Liability coverage including Bodily Injury, Personal Injury Liability, Property Damage, Contractual Liability, and Products coverage with limits of \$2,000,000 per occurrence and \$5,000,000 in the aggregate; Automobile Insurance, covering vehicles operated in connection with the Facility, the minimum liability coverage shall be \$2,000,000 per accident or occurrence; Liquor Liability Insurance in an amount not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate ; Such insurance shall be primary and not be subject to any deductible or self- insured retention.

Nothing contained herein shall preclude the CITY from requiring the Food and Beverage Manager to purchase and provide evidence of additional insurance with regard to Food and Beverage Manager's performance pursuant to this Agreement.

Such insurance may be carried under a blanket policy and shall be obtained from insurance companies duly authorized to conduct insurance business in Minnesota. Certificates of Insurance naming the CITY, and the Food and Beverage Manager together with their respective officials, employees, agents and assigns as Additional Insureds shall be provided to the CITY prior to the Effective Date of this Agreement and the Food and Beverage Manager's commencement of any operations hereunder at the Facility, and renewal certificates shall be provided to CITY throughout the term of this Agreement so that the required insurance coverage's described herein are shown to be in effect during the term of this Agreement.

6.6 The obligations of the Food and Beverage Manager under this Section 6 shall continue beyond the termination, cancellation, or expiration of this Agreement.

7. Commencement; Termination; Event of Default; Limited Remedy

7.1 The term (hereinafter referred to as the "Term") of this Agreement shall commence on January 1, 2015 (hereinafter referred to as the "Effective Date") and remain in full force and effect until December 31, 2019 (the "Expiration Date"), unless terminated earlier or extended as provided herein. Provided that this Agreement has not been terminated earlier, this Agreement may be extended upon mutual written consent of the CITY and Food and Beverage Manager for two (2) consecutive five (5) year periods commencing the day after the Expiration Date (hereinafter each such five year extension shall be referred to as an "Extended Term"). Each Extended Term shall be governed by the same terms and conditions contained in this Agreement, unless otherwise agreed to in writing by the CITY and Food and Beverage Manager. If the CITY and the Food and Beverage Manager do not mutually agree in writing to extend the Term or an Extended Term as provided in this Section 7.1 not less than one hundred and twenty (120) days before the Expiration Date or the expiration date of an Extended Term, this Agreement or Extended Term thereof and all rights and interests therein, shall immediately terminate at 11:59 p.m. Central time on the Expiration Date or expiration date of an Extended Term, as the case may be.

7.2 The CITY may terminate this Agreement if Food and Beverage Manager fails to generate Net Income of \$300,000 effective with the Contract Year ending December 31, 2017 or for any Contract Year thereafter.

7.3 If either party shall fail or refuse to perform or observe any of the terms or conditions of this Agreement for any reason other than excused performance pursuant to Section 9, such failure or refusal shall be an event of default. The party claiming the default shall give the defaulting party a written notice of such default. If within fifteen (15) days from the date of such notice, the default has not been cured, the non-defaulting party may terminate this Agreement; provided, however, that if the default is of such a character that rectification thereof reasonably requires longer than fifteen (15) days, such a default will be deemed cured if

the party in default commences rectification thereof within fifteen (15) days after notice and completes rectification with due diligence, good faith and in a manner that is reasonably satisfactory to the non-defaulting party.

7.4 The CITY may terminate the agreement if Food and Beverage manager is placed into bankruptcy either voluntarily or by the courts, or if Food and Beverage Manager becomes financially insolvent and unable to perform its duties under the Agreement, the CITY may immediately place the Food and Beverage Manager in default and terminate the Agreement.

7.5 If at any time during the Agreement the Food and Beverage Manager is unable to perform its responsibilities at any event at the Facility, whether due to default or not, the CITY or its designee may immediately take over the food services and operate same until such time the Food and Beverage Manager is able to operate the food services or the Agreement is terminated. The Food and Beverage Manager shall reimburse the CITY for any lost revenues or expenses incurred to the CITY during this period of time.

7.6 Upon the expiration or sooner termination of this Agreement, Food and Beverage Manager shall, as soon as reasonably practicable, vacate all parts of the Facility occupied by it and return the Facility to CITY, together with all CITY's equipment in the same condition as when originally made available for use by Food and Beverage Manager, excepting only reasonable wear and tear and fire and other casualty loss, including the remaining balance in the Agency Account after all outstanding financial obligations have been satisfied.

7.7 If termination is for cause, Food and Beverage Manager will be paid by CITY for all service actually, timely, and faithfully rendered up to the date of termination less the additional cost to the CITY for locating and hiring a new contractor to provide the services contemplated under this Agreement. This remedy shall be in addition to any other remedies, including termination, available in law or equity. The CITY shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder.

8. Independent Contractor Relationship

It is understood and agreed by the parties hereto that an independent contractor relationship is established under the terms and conditions of this Agreement and that Food and Beverage Manager and the employees of Food and Beverage Manager are not nor shall they be deemed to be employees of the CITY, and that employees of CITY are not, nor shall they be deemed to be, employees of the Food and Beverage Manager. Neither party has the authority to bind or obligate the other except with the express written consent of the other first had and obtained.

9. Excused Performance

In case the performance of any of the terms or provisions of this Agreement (other than the payment of monies) shall be frustrated, delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, or because of riots, war, public disturbances, strikes, lockouts, differences with workman, fires, floods, acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party whose performance is interfered with may at its option, suspend the performance of its obligations hereunder (other than the payment of monies) during the period such interference continues and for no longer.

10. Representations and Warranties

All the parties hereto represent and warrant each to the other that they have the respective right and authority to enter into this Agreement and perform the obligations set forth herein. The parties acknowledge that this Agreement constitutes a legal, valid, and binding obligation in accordance with its terms.

11. Trade Names, Trademarks, Systems, and Employees

11.1 All Manager's trade names and systems are exclusively the property of the Food and Beverage Manager. No provision of this Agreement and no right or remedy of CITY hereunder shall confer upon CITY, or any transferee, assignee, or successor of CITY, or any person, firm, or corporation claiming by or through CITY, the right to use, rent, lease, license, transfer, reproduce, network, display, or distribute the Food and Beverage Manager's trade names or the systems or use the Food and Beverage Manager's trade names in the use and operation of the Facility, and CITY shall have no right to use such systems or the Food and Beverage Manager's trade names.

CITY's trade name including but not limited to restaurant/bar name are exclusively the property of CITY. No provision of this Agreement and no right or remedy of the Food and Beverage Manager hereunder shall confer upon the Food and Beverage Manager, or any transferee, assignee, or successor of the Food and Beverage Manager, or any person, firm, or corporation claiming by or through the Food and Beverage Manager, the right to use, rent, lease, license, transfer, reproduce, network, display, or distribute the CITY's trade names or use the CITY's trade names other than in connection with operation of the Facility pursuant to this Agreement.

Either party shall be entitled to enforce its rights under this paragraph by actions for damages or relief by injunction and by the pursuit of any other right or remedy available to the party at law or equity. This provision shall survive the termination of this Agreement, and CITY shall be obligated to remove all use of the Food and Beverage Manager's trade name from the Facility premises within fifteen (15) days after the termination of this Agreement. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between CITY and the Food and Beverage Manager.

shall have the right, but not the obligation, to identify itself as manager of the Facility on any and all websites, advertisements and other materials used in connection with the Facility and the business of the Food and Beverage Manager and any of its Affiliates, and to post such signs, after approval of the CITY, in the lobby or other exterior or interior locations of the Facility as it may desire to so identify itself.

SECTION 11.3 – NON-SOLICITATION OF MANAGER'S EMPLOYEES: CITY recognizes personnel employed by the Food & Beverage Manager constitute an important and vital aspect of the Food & Beverage Manager's business. CITY agrees during the Term of this Agreement, and for a period of one (1) year following the expiration or termination of this Agreement, CITY shall not, directly or indirectly, without the consent of the Foods & Beverage Manager (1) recruit, solicit, entice or hire (or assist anyone else in the foregoing activities) any management personnel employed by Food & Beverage Manager at the Facility or employees who provide Supervisory Services for or to the Facility, or (2) encourage any such employee of the Food & Beverage Manager to terminate their employment with Food & Beverage Manager. Provided, however, any personnel employed at the Facility when the Food & Beverage Manager began to manage the Facility on November 1, 2014 would be excluded from this provision. .

12. Notices

All notices and other communications required or permitted return receipt requested, or by recognized overnight delivery service to be given hereunder shall be in writing and shall be delivered by registered or certified mail, addressed as follows (or to such other address as either party may designate by notice in

accordance with the provisions of this Section 12):

If to CITY:

City of Coon Rapids
Attention: City Manager
11155 Robinson Drive NW
Coon Rapids, MN 55433

With copy to City Attorney:

City of Coon Rapids
Attention: City Attorney
11155 Robinson Drive NW
Coon Rapids, MN 55433

If to Food and Beverage Manager:

MHC Bunker Hills LLC
Attention: President
345 Saint Peter Street
Suite 2000
St. Paul, MN 55102

Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

13. Assignment or Transfer By or Change in Owner

13.1 - ASSIGNMENT OR TRANSFER BY CITY: Subject to Food & Beverage Manager's termination rights under Section 7.0, CITY may sell, lease, or otherwise transfer or assign, during the Term of this Agreement, the Facility or any interest in Facility without the prior consent of Food & Beverage Manager, but CITY shall give Food & Beverage Manager notice of any such action at least ninety (90) days prior to any such sale, lease, transfer or assignment.

13.2 - TRANSFER COSTS: In the event of a sale, lease, or other assignment or transfer of the Facility, or sale or transfer of more than a fifty percent (50%) interest in the Facility to any person, firm, or corporation other than a person, firm, or corporation owning more than a fifty-percent (50%) interest in the Facility on the date of this Agreement, whether:

A. Food & Beverage Manager is requested to continue to manage the Facility, whether by an assignment or continuation of this Agreement or by execution of a new management agreement; or

B. Food & Beverage Manager's management of the Facility is terminated;

and, if Foods & Beverage Manager is requested to make any computer, bookkeeping, accounting, tax, or other changes, entries, transfers, proration's, adjustments, or calculations in connection therewith that are above and beyond the activities normally provided by the Food & Beverage Manager to the CITY pursuant to

this Agreement, the reasonable and necessary costs of the Food & Beverage Manager in making same shall be paid by the CITY and/or the other parties to the assignment or transfer, all of which or whom shall be jointly and severally responsible therefor.

In addition, any reasonable and necessary cost for establishing the books and records of the Facility for the benefit of the assignee or transferee shall be paid to the Food & Beverage Manager by the assignee or transferee. If the assignee or transferee refuses to make such payment, it shall remain a responsibility of the CITY.

15. Miscellaneous

This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Minnesota. Any legal action, suit or proceeding brought by either CITY or Food and Beverage Manager in any way related to or arising out of this Agreement shall be brought in the District Court in and for Anoka County in the State of Minnesota, and each party hereby accepts and submits to the jurisdiction of such state courts with respect to any such action, suit or proceeding brought by or against such party. Each party hereto waives any objection to the venue for any such action, suit or proceeding being in such state courts. This Agreement sets forth the entire agreement and understanding of the parties in respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof. Each party shall execute, acknowledge, or verify and deliver any and all documents necessary from time to time to carry out the purposes and intent of the Agreement. The failure of any party at any time or times to require performance of any provisions hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition or of the breach of any term contained in this Agreement, whether by conduct or otherwise in any one or more Instances, shall be deemed to be construed as a further or continuing waiver of any such condition or breach of any such term or waiver of any other condition or breach of any other term of this Agreement. This Agreement may be amended, modified, superseded or canceled and any of the terms and conditions hereof may be waived, only by a written instrument executed by CITY and Food and Beverage Manager or in the case of a waiver, by the party waiving compliance.

16. Tax Exempt Property

Food and Beverage Manager acknowledges that the construction, renovation and/or operation of the Facility has been, and may again be financed in whole or in part with tax-exempt bonds. In the event that it is determined by proper state or federal tax authorities, whether by formal or informal ruling, or by formal written opinion of the CITY's bond counsel, that any provision[s] of this Agreement, would, if not amended or removed, render such bonds issued by the CITY and/or any other public body, taxable, such provision[s] shall be null and void.

17. Public Data

Food and Beverage Manager acknowledges and agrees that this Agreement and all information and referenced herein are subject to Chapter 13 of the Minnesota Statutes (Minnesota Government Data Practices Act) as well as any other applicable federal, state, and local laws or ordinances, and all applicable rules and regulations, and standards established by any agency of such governmental units which are now or hereafter promulgated and thus this Agreement and all or a portion of such information and documents may be considered public data thereby.

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

Food & Beverage Manager:

MHC Bunker Hills, LLC.

By: _____

Its: _____

CITY:

City of Coon Rapids, MN

By: _____

Its: _____

By: _____

Its: _____



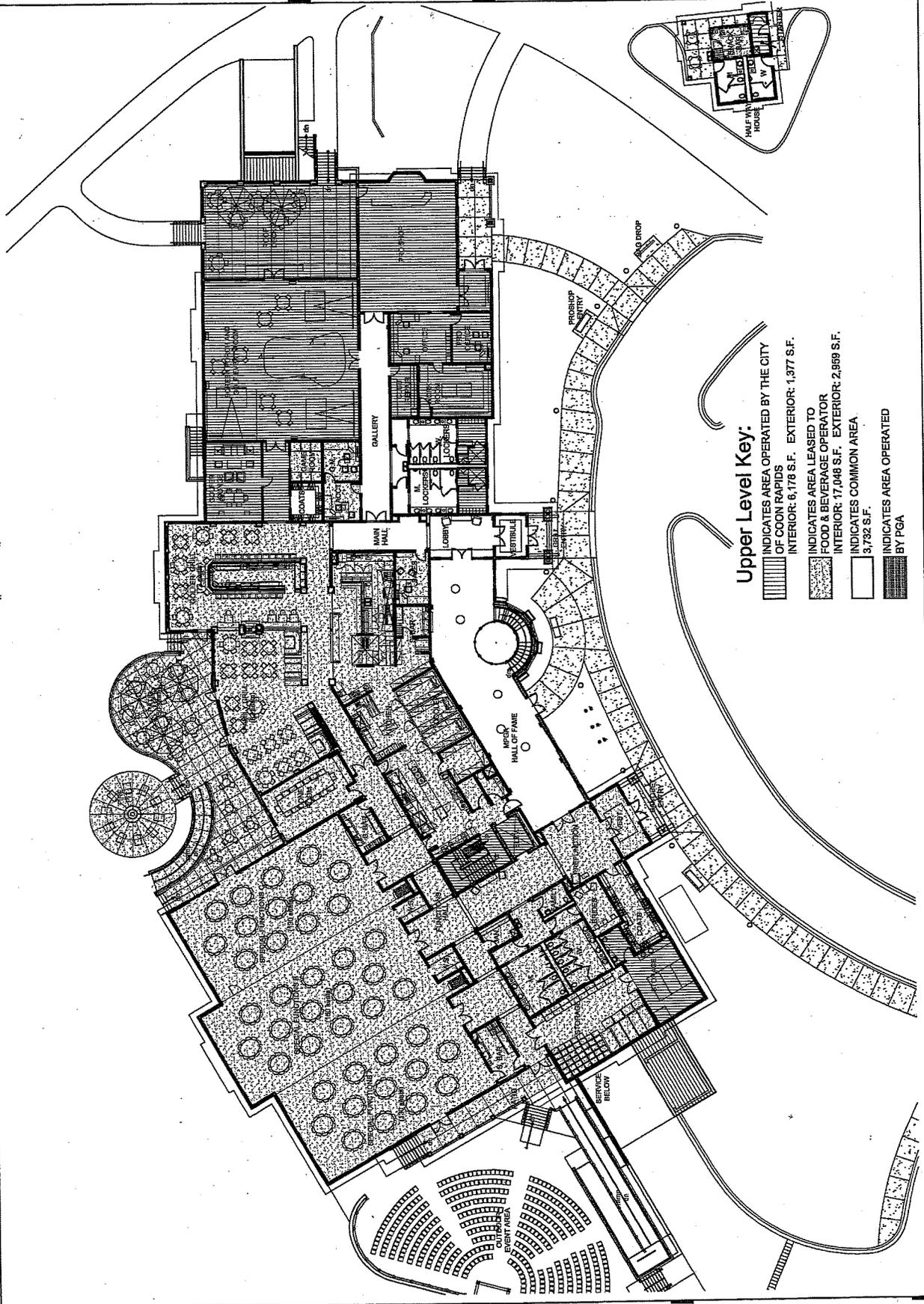
BUNKER HILLS

Coon Rapids, MN

PROJ. DATE AUG. 11, 2010

PROJ. NO. 2918

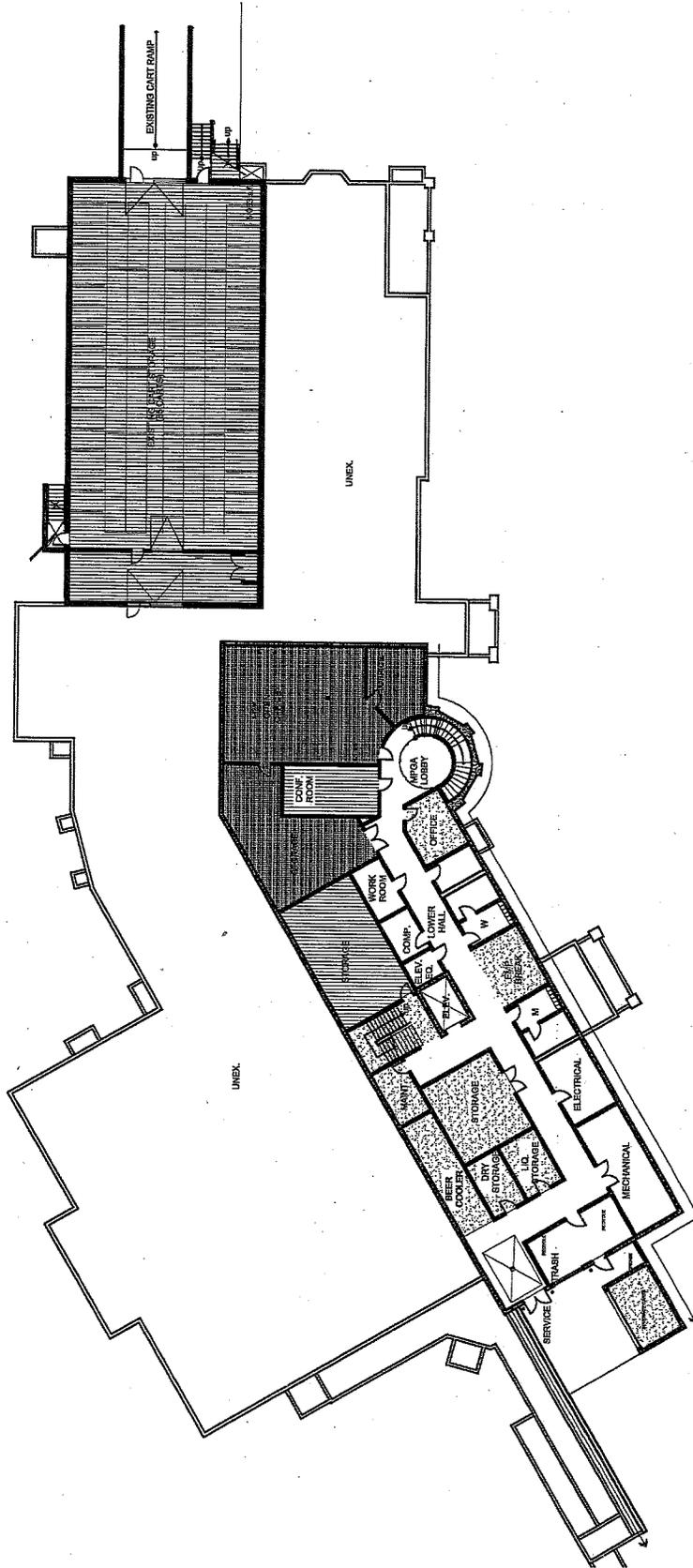
MAIN LEVEL FLOOR PLAN



- Upper Level Key:**
- INDICATES AREA OPERATED BY THE CITY OF COON RAPIDS
 - INTERIOR: 6,178 S.F. EXTERIOR: 1,377 S.F.
 - INDICATES AREA LEASED TO FOOD & BEVERAGE OPERATOR
 - INTERIOR: 17,048 S.F. EXTERIOR: 2,959 S.F.
 - INDICATES COMMON AREA
 - INTERIOR: 3,732 S.F.
 - INDICATES AREA OPERATED BY PGA

(EXHIBIT A)

LOWER LEVEL FLOOR PLAN



- Lower Level Key:**
- INDICATES AREA OPERATED BY THE CITY OF COON RAPIDS 5,604 S.F.
 - INDICATES AREA LEASED TO FOOD & BEVERAGE OPERATOR 1,623 S.F.
 - INDICATES COMMON AREA 3,600 S.F.
 - INDICATES AREA OPERATED BY PGA 1,976 S.F.

(EXHIBIT A)



City Council Regular

23.

Meeting Date: 02/17/2015

Subject: Consider Adopting Resolution 15-5(8) Approving Plans and Specifications and Ordering Advertisement for Bids for Project 15-5

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

INTRODUCTION

Since 2004 several area cities have participated in a regional street maintenance materials contract for the purpose of obtaining competitive bids for street maintenance services. Council is requested to approve plans and specifications and order advertisement for bids for the 2015 program.

DISCUSSION

The City of Coon Rapids has served as lead agency for the street maintenance program since its implementation in 2004. There are currently 10 cities that have joined the Joint Powers Agreement. The JPA provides the members an option to participate in all or some of the street maintenance services. They can also choose not to participate at all if their budget does not allow them in a particular year. Cities participating in the 2015 program include Andover, Brooklyn Center, Columbia Heights, Coon Rapids, East Bethel, Fridley, Ham Lake, and Mahtomedi. The program offers street maintenance material items and services that include sealcoating, pavement markings, street sweeping, and crack sealing. This year the group also added trail fog sealing. The City of Coon Rapids will be participating in sealcoating of 18.7 miles of streets and 40 cul-de-sacs, pavement markings, and spring and fall street sweeping.

Plans and specifications have been completed and are being presented to Council for consideration. If Council authorizes the project to move forward, the project will be advertised in February/March and bids will be received on March 13, 2015. After bids have been received, the cities are given a 20 day comment period as outlined in the Joint Powers Agreement. Award of the contract will be considered by Council at the April 7, 2015 meeting. The cities then have 30 days, as recently amended in the Joint Powers Agreement, to review the bid results and decide whether or not they wish to proceed. Work will begin in early June and be completed in September of 2015.

RECOMMENDATION

It is recommended the Council adopt Resolution No. 15-5(8) approving plans and specifications and ordering advertisement for bids for the 2015 Street Maintenance Program.

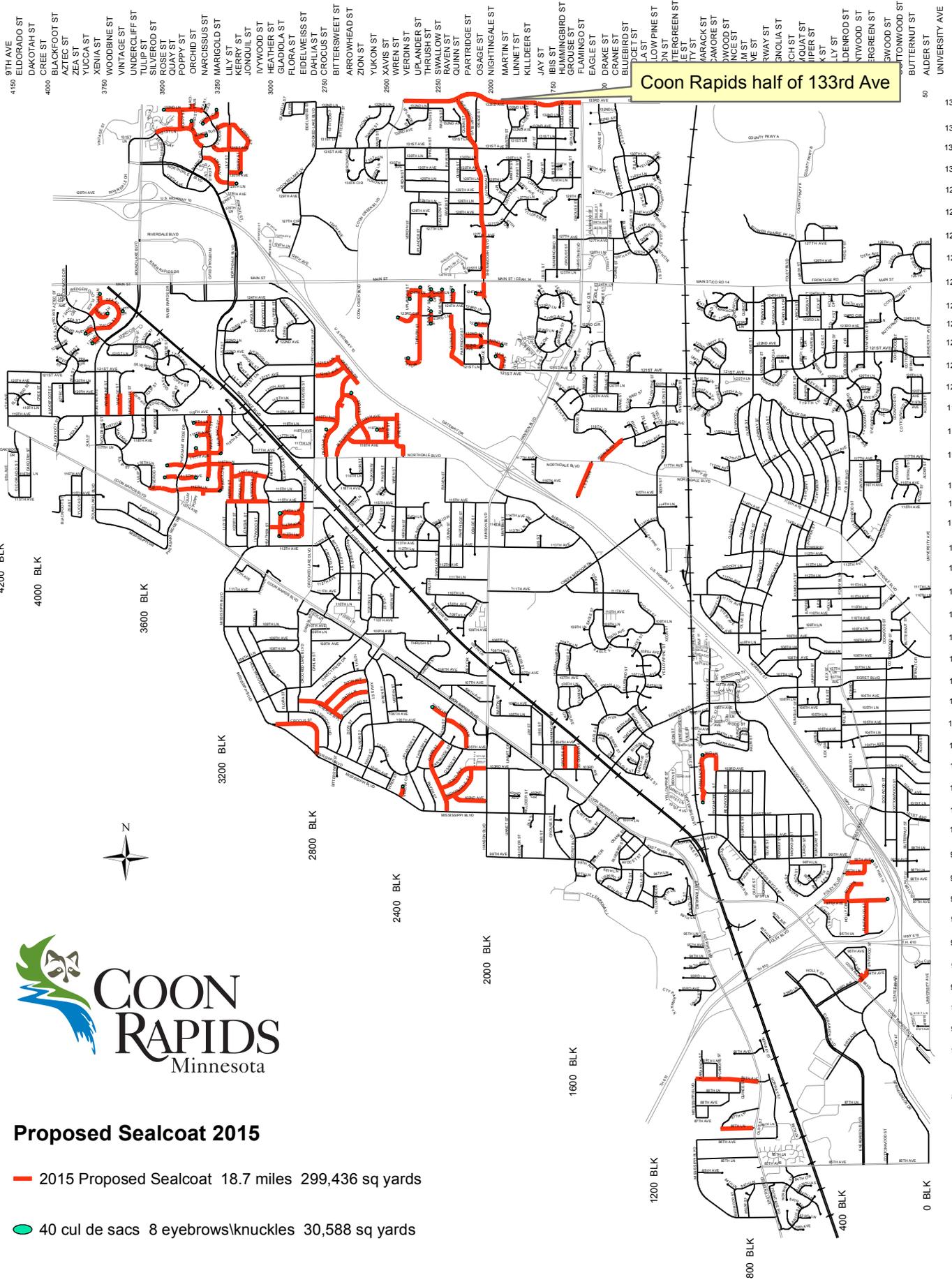
BUDGET IMPACT:

The Street Maintenance Program has saved the City considerable amounts of money in purchasing of street maintenance materials and services. We will continue to provide these services in this manner. All funding for maintenance operations have been included in the appropriate budgets.

Attachments

Sealcoat Map

Resolution No. 15-5(8)



Coon Rapids half of 133rd Ave



Proposed Sealcoat 2015

— 2015 Proposed Sealcoat 18.7 miles 299,436 sq yards

● 40 cul de sacs 8 eyebrows\knuckles 30,588 sq yards

RESOLUTION NO. 15-5(8)

**(8) RESOLUTION APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS**

WHEREAS, the City Public Works Department/Engineering Division have prepared plans and specifications for the improvement of streets in various communities by sealcoating, pavement markings, street sweeping, crack sealing, and fog sealing and have presented such plans and specifications to the Council for approval; 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:

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper, an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received by the City of Coon Rapids until 10:00 a.m. on the 13th day of March, 2015, at which time they will be publicly opened in the City Hall by the Engineer, will then be tabulated, and will be considered by the Council at 7:00 p.m. on the 7th day of April, 2015, in the Council Chambers, and that no bids will be considered unless sealed and filed with the City and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the Clerk for 5% of the amount of such bid.

Adopted this 17th day of February, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

24.

Meeting Date: 02/17/2015

Subject: Consider Introduction of Ordinance Revising Temporary On-Sale Intoxicating Liquor Licenses and Ordinance Allowing Malt Beverages/Wine in City Parks

From: Joan Lenzmeier, City Clerk

INTRODUCTION

Council is asked to consider introduction of Ordinance Revising Temporary On-Sale Intoxicating Liquor Licenses and Introduction of an Ordinance Amending City Code to allow Malt Beverages and Wine in City Parks if purchased from someone licensed to sell in the park by the City.

DISCUSSION

It was brought to the attention of Council and Staff by several of our non-profit groups that they are struggling to acquire 3.2 beer for sale at their community events. At that time, Council asked staff to look into an amendment to the Temporary Liquor License Code.

The proposed amendment would allow Coon Rapids based charitable, religious or non-profit organizations to sell strong beer and wine at community events.

It is also necessary to amend City Code Chapter 10-416 to allow the sale of malt beverages and wine in City Parks by someone licensed to sell in the park by the City.

RECOMMENDATION

Introduce Ordinance Revising Temporary On-Sale Intoxicating Liquor Licenses.

Introduce Ordinance Revising City Code Chapter 10-416 Allowing Malt Beverages and Wine in City Parks if sold by Someone Licensed by the City to Sell in the Park.

Attachments

Liquor Ordinance

Alcoholic Beverage Ordinance

ORDINANCE NO.

**AN ORDINANCE REVISING TEMPORARY ON-SALE
INTOXICATING LIQUOR LICENSES AND THEREBY AMENDING
REVISED CITY CODE – 1982 SECTION 5-209(6), 5-209(7), 5-209(8) AND
ADDING 5-209(9)**

The City of Coon Rapids does ordain:

Section 1. Revised City Code – 1982 Sections 5-209(6) is hereby amended as follows:

(deletions in brackets, additions double underlined)

5-209 Types of Licenses and Fees.

(6) Temporary On-Sale Intoxicating Liquor Licenses-Wine Tasting. The Council may issue temporary on-sale licenses for the sale of intoxicating liquor, subject to the following:

(a) The license will only be issued to a Coon Rapids based charitable, religious or non-profit organization in existence for at least three years.

(b) A temporary on-sale intoxicating liquor license will only be issued for the purpose of a licensee to conduct a wine tasting of not more than four hours duration on premises the organization owns or leases or has donated to it, or on the licensed premises of a holder of an on-sale intoxicating liquor license that is not a temporary license. Such wine tasting will be held in connection with a social event sponsored by the licensee.

(c) The license will be issued for a specific date, time, and place.

(d) No more than three temporary on-sale intoxicating licenses for the purpose of conducting a wine tasting will be issued to any one eligible organization in any calendar year.

(e) The license fee will be established from time to time by ordinance of the City Council.

(f) No license issued under this subdivision will be valid unless first approved by the Commissioner of Public Safety.

(g) All provisions of Minnesota Statute §304A.418 shall apply.[Revised 2/17/09, Ordinance 1999]

Section 2. Revised City Code – 1982 Sections 5-209(7) is hereby amended as follows:

(deletions in brackets, additions double underlined)

5-209 Types of Licenses and Fees.

~~[(7) Off sale liquor establishments shall be separate, distinct entities with no entrances from other business activities, and shall have a minimum floor area of 2,500 square feet devoted to the liquor operations. Off sale intoxicating liquor establishments shall be located only in those zoning districts where specifically authorized under Title 11 of this Code.~~

(a) ~~Class A Off sale Intoxicating Liquor Licenses. No Class A off sale liquor establishments shall be located within one mile radius of any other licensed Class A off sale intoxicating liquor establishment. The City Council may issue no more than eight Class A Off sale Intoxicating Liquor Licenses annually.[Revised 12/2/08,~~

~~Ordinance 1995]~~

- (b) ~~Class B Off sale Intoxicating Liquor Licenses. No Class B Off sale liquor establishments shall be located within a two mile radius of any other licensed Class B Off sale intoxicating liquor establishment. Class B liquor operations must be in conjunction with and secondary to an approved primary use which shall have a minimum floor area of 50,000 square feet. The liquor operation may not be sold or transferred in any manner to another party except as part of the sale or transfer of the primary use. The liquor operations shall be attached to the primary use, but shall be a separate and distinct entity from the primary use with separate entrances, warehouses and checkout lanes. The floor area of the liquor operation shall not exceed five percent of the total gross floor area of the primary use. The City Council may issue no more than two Class B Off sale Intoxicating Liquor Licenses annually.[Revised 3/23/93, Ordinance 1443][Revised 5/6/97, Ordinance 1602] [Revised 6/4/02, Ordinance 1765][Revised 12/2/08, Ordinance 1995]~~

(7) Temporary On-Sale Intoxicating Liquor Licenses-Other. The Council may issue temporary on-sale licenses for the sale of intoxicating liquor, subject to the following:

- (a) The license will only be issued to a Coon Rapids based charitable, religious or non-profit organization in existence for at least three years.
- (b) Such temporary on-sale intoxicating liquor sales shall be limited to strong beer and wine only and will be allowed only in connection with a social event sponsored by the licensee.
- (c) A temporary on-sale intoxicating liquor license may authorize on-sales on premises other than the premises the organization owns or permanently occupies.
- (d) The license will be issued for a specific date, time, and place.
- (e) No license will be longer than four consecutive days, and the City Council shall issue no more than 12 days' worth of temporary licenses to any one organization in one calendar year.
- (f) The license fee will be established from time to time by ordinance of the City Council.
- (g) No license issued under this subdivision will be valid unless first approved by the Commissioner of Public Safety.

Section 3. Revised City Code – 1982 Sections 5-209(8) is hereby amended as follows:

(deletions in brackets, additions double underlined)

5-209 Types of Licenses and Fees.

~~[(8) The holder of both an on sale wine license and an on sale 3.2 percent malt liquor license may sell intoxicating malt liquors at on sale without an additional license provided that the gross receipts of the establishment subject to the licenses are at least 60 percent attributable to the sale of food. Within 15 days of a written request, the license holder shall provide the City with such information required in that request to establish the amount of gross receipts attributable to food sales. Failure to provide such information shall constitute grounds for revocation of the licenses.[Revised 10/3/95, Ordinance 1544][Revised 9/18/01, Ordinance 1738] [Revised 6/4/02, Ordinance 1765]]~~

(8) Off-sale liquor establishments shall be separate, distinct entities with no entrances from other business activities, and shall have a minimum floor area of 2,500 square feet devoted to the liquor operations. Off-sale intoxicating liquor establishments shall be located only in those zoning districts where specifically authorized under Title 11 of this Code.

(a) Class A Off-sale Intoxicating Liquor Licenses. No Class A off-sale liquor establishments shall be located within one mile radius of any other licensed Class A off-sale intoxicating liquor establishment. The City Council may issue no more than eight Class A Off-sale Intoxicating Liquor Licenses annually.[Revised 12/2/08, Ordinance 1995]

(b) Class B Off-sale Intoxicating Liquor Licenses. No Class B Off-sale liquor establishments shall be located within a two mile radius of any other licensed Class B Off-sale intoxicating liquor establishment. Class B liquor operations must be in conjunction with and secondary to an approved primary use which shall have a minimum floor area of 50,000 square feet. The liquor operation may not be sold or transferred in any manner to another party except as part of the sale or transfer of the primary use. The liquor operations shall be attached to the primary use, but shall be a separate and distinct entity from the primary use with separate entrances, warehouses and checkout lanes. The floor area of the liquor operation shall not exceed five percent of the total gross floor area of the primary use. The City Council may issue no more than two Class B Off-sale Intoxicating Liquor Licenses annually.[Revised 3/23/93, Ordinance 1443][Revised 5/6/97, Ordinance 1602] [Revised 6/4/02, Ordinance 1765][Revised 12/2/08, Ordinance 1995]

Section 4. Revised City Code – 1982 Sections 5-209(9) is hereby added as follows:

(deletions in brackets, additions double underlined)

5-209 Types of Licenses and Fees.

(9) The holder of both an on-sale wine license and an on-sale 3.2 percent malt liquor license may sell intoxicating malt liquors at on-sale without an additional license provided that the gross receipts of the establishment subject to the licenses are at least 60 percent attributable to the sale of food. Within 15 days of a written request, the license holder shall provide the City with such information required in that request to establish the amount of gross receipts attributable to food sales. Failure to provide such information shall constitute grounds for revocation of the licenses.[Revised 10/3/95, Ordinance 1544][Revised 9/18/01, Ordinance 1738] [Revised 6/4/02, Ordinance 1765]

Introduced this 17th day of February 2015.

Adopted this ____ day of _____ 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk

ORDINANCE NO.

**AN ORDINANCE REVISING ALCOHOLIC BEVERAGES
OF THE MINNESOTA RULES AND THEREBY AMENDING
REVISED CITY CODE – 1982 SECTION 10-416**

The City of Coon Rapids does ordain:

Section 1. Revised City Code – 1982 Section 10-416 is hereby amended as follows:

(deletions in brackets, additions double underlined)

10-416 Alcoholic Beverages.

(1) No person shall bring, have in his possession, or consume alcoholic beverages at any time in any park, except as provided in Subsection 2.

(2) Consumption of [~~3.2 percent malt beverages~~] malt beverages and wine is permitted in parks if purchased from a person licensed to sell in such park, pursuant to the provisions of City Code Section 5-209. All sales shall be in individual drinks and shall be served for consumption on the licensed premises.

Introduced this 17th day of February 2015.

Adopted this ____ day of _____ 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk