



CITY COUNCIL AGENDA

Tuesday, July 7, 2015

7:00 p.m.

**Coon Rapids City Center
Council Chambers**

Call to Order

Pledge of Allegiance

Roll Call

Adopt Agenda

Proclamations/Presentations

1. CRFD to present the 'Fill-the-Boot' check to MDA

Approval of Minutes of Previous Meeting

2. Approve June 16, 2015 Minutes

Consent Agenda

3. Approve Final Payment for Project 14-19, Coon Rapids Well Rehabilitation
4. Approve Final Payment for Project 14-12, Sanitary Sewer Lift Station #9 Rehabilitation
5. Approve Agreement for a Coon Rapids Farmer's Market Agreement
6. Adopt Resolution 15-91 Establishing Hearing Date on Imposition of Fees - Thousand Oaks Housing Improvement Area
7. Adopt Resolution 15-92 Accepting Auto Theft Prevention Grant
8. Adopt Resolution 15-93 Setting Public Hearing for Coon Creek Senior Community, Limited Partnership, Housing Revenue Bonds
9. Approve Final Payment for Project 13-21, Wilderness Trail Construction
10. Approve Temporary On-Sale Strong Beer and Wine Liquor License for Hope 4 Youth Fundraiser Event, Rum River Music Fest
11. Approve Therapeutic Massage Enterprise License for Massage Spark, 12685 Riverdale Blvd

12. Approve Therapeutic Massage Enterprise License for Relief Therapy Solutions, Inc, 199 Coon Rapids Blvd #213
13. Appoint Tim Matsche to the Park and Recreation Commission

Public Hearing

Bid Openings and Contract Awards

Old Business

14. Consider Adoption of Ordinance 2142, An Ordinance Establishing No Wake on Crooked Lake During Times of High Water Level

New Business

15. Consider Joint Powers Agreement with Anoka County for Intersection Improvement at CSAH 11 (Northdale Blvd. NW) and Redwood St. NW (CP 15-15)
16. Consider Bunker Hills Restaurant Marketing

Open Mic/Public Comment

Reports on Previous Open Mic

Other Business

Adjourn



City Council Regular

1.

Meeting Date: 07/07/2015

Subject: CRFD to present the 'Fill-the-Boot' check to MDA

From: Joan Lenzmeier, City Clerk

INTRODUCTION

The Coon Rapids Fire Department will present the Muscular Dystrophy Association with a check for \$25,739.01 collected during the fill the boot campaign held June 29 through July 1, 2015.

DISCUSSION

The Coon Rapids Fire Department partnered with the Muscular Dystrophy Association to raise money for the organization as part of the "Fill the Boot" campaign (Monday, June 29 – Wednesday, July 1.) Firefighters stood at the intersection of Main Street and Northdale Boulevard and allowed motorists (stopped at the stop lights) to donate money to help "Fill the Boot." The campaign was very successful, raising \$25,739.01 in three days! This is a significant increase from the \$10,800 raised in 2008 and almost \$5,000 more than the 2014 campaign.

RECOMMENDATION



City Council Regular

2.

Meeting Date: 07/07/2015

SUBJECT: Approve June 16, 2015 Minutes

Attachments

June 16, 2016 Minutes

UNAPPROVED

COON RAPIDS CITY COUNCIL MEETING MINUTES OF JUNE 16, 2015

CALL TO ORDER

The second regular meeting of the Coon Rapids City Council for the month of June was called to order by Mayor Jerry Koch at 7:00 p.m. on Tuesday, June 16, 2015, in the Council Chambers.

PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Koch led the Council in the Pledge of Allegiance.

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 MANNING, SECONDED BY COUNCILMEMBER DEMMER, TO ADOPT THE AGENDA AS AMENDED REMOVING ITEM 6 (APPROVE SPECIFICATIONS FOR PURCHASE OF RESTAURANT EQUIPMENT FOR BUNKER HILLS REMODELING AND AUTHORIZE ADVERTISEMENT FOR BIDS) FROM THE CONSENT AGENDA FOR DISCUSSION AS ITEM 18A; AND ADDING ITEM 9A (APPROVAL OF A TEMPORARY LIQUOR LICENSE FOR AMERICAN LEGION POST #334) TO THE CONSENT AGENDA. THE MOTION PASSED UNANIMOUSLY.

PROCLAMATIONS/PRESENTATIONS

1. ACCEPT COMMUNITY PARTNERSHIP GRANT FROM CENTERPOINT ENERGY AND ADOPT RESOLUTION 15-83 AMENDING THE 2015 BUDGET
-

Staff was pleased to report that the City received a Partnership Grant from CenterPoint Energy in the amount of \$2,500. It was noted Coon Rapids Police and Fire Departments will share the grant and will use the funds to support missions for citizens. The Police Department will spend \$1,250 toward the purchase of an AED (Automated External Defibrillator) and will place that device in a squad car for use in responding to emergency calls for service. The Fire Department will use \$1,250 toward the purchase of a solar powered emergency traffic control sign to be placed in front of Fire Station 1 on Egret Boulevard. This sign will protect against a fire truck becoming gridlocked by traffic waiting for

a train.

MOTION BY COUNCILMEMBER DEMMER, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT RESOLUTION NO. 15-83, ACCEPTING THE COMMUNITY PARTNERSHIP GRANT FROM CENTERPOINT ENERGY AND AMENDING THE 2015 BUDGET. THE MOTION PASSED UNANIMOUSLY.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

2. JUNE 2, 2015, COUNCIL MEETING

Councilmember Geisler requested a correction on Page 5 noting she was discussing a PUD and not a Preliminary Plat.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER DEMMER, FOR APPROVAL OF THE MINUTES OF THE JUNE 2, 2015, COUNCIL MEETING AS AMENDED. THE MOTION PASSED UNANIMOUSLY.

CONSENT AGENDA/INFORMATIONAL BUSINESS

3. ADOPT RESOLUTION 15-86 AMENDING 2015 BUDGET FOR DWI GRANT
4. ACCEPT QUIT CLAIM DEEDS FROM SHAMROCK DEVELOPMENT
5. ADOPT RESOLUTION 15-84 AMENDING 2015 FACILITIES CONSTRUCTION BUDGET AND AUTHORIZING PURCHASE OF NETWORK VIDEO RECORDER
6. ~~APPROVE SPECIFICATIONS FOR PURCHASE OF RESTAURANT EQUIPMENT FOR BUNKER HILLS REMODELING AND AUTHORIZE ADVERTISEMENT FOR BIDS~~
7. ADOPT RESOLUTION 15-90 APPROVING POLICE SERGEANTS HEALTH CARE SAVINGS PLAN
8. ADOPT RESOLUTION 15-82 APPROVING OFF-SITE GAMBLING PERMIT FOR COON RAPIDS YOUTH HOCKEY ASSOCIATION AT THE COON RAPIDS ICE CENTER JUNE 26-JUNE 28, 2015
9. ADOPT RESOLUTION 15-87 DECLARING PARTICIPATION WITH THE COUNCIL ON LOCAL RESULTS AND INNOVATION'S STATE PERFORMANCE MEASUREMENT PROGRAM
- 9A. APPROVE TEMPORARY ON-SALE INTOXICATING LIQUOR LICENSE FOR STRONG BEER AND WINE FOR AMERICAN LEGION POST #334 FOR 4TH OF JULY CELEBRATION

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER GEISLER, FOR APPROVAL OF THE CONSENT AGENDA AS PRESENTED.

Councilmember Wells asked if the youth hockey association has requested a gambling license in the past. Public Works Director Himmer stated that the hockey association was requesting a gambling

license for a hockey tournament scheduled at the Coon Rapids Ice Arena.

Councilmember Wells stated he could support the request this evening, but asked that the Council discuss charitable gambling at the ice arena at a future worksession meeting.

THE MOTION PASSED UNANIMOUSLY.

PUBLIC HEARING

10. GRANT APPLICATION US DEPARTMENT OF JUSTICE

The Staff report was shared with Council.

Mayor Koch opened and closed the public hearing at 7:14 p.m. since no one appeared to address the Council.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER DEMMER, TO RECOMMEND STAFF ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH ANOKA COUNTY. THE MOTION PASSED UNANIMOUSLY.

BID OPENINGS AND CONTRACT AWARDS

None.

OLD BUSINESS

11. CONSIDER ADOPTION OF ORDINANCE 2141, AN ORDINANCE ADOPTING 2015 STATE BUILDING CODE

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT ORDINANCE 2141, APPROVING THE PROPOSED LANGUAGE AMENDING CHAPTER 12-200 OF THE CITY CODE. THE MOTION PASSED UNANIMOUSLY.

NEW BUSINESS

12. 2014 ANNUAL FINANCIAL STATEMENT

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER JOHNSON,
TO ACCEPT THE 2014 ANNUAL FINANCIAL STATEMENT.

Councilmember Wells and Councilmember Demmer commended the Finance Department on their efforts on behalf of the City.

THE MOTION PASSED UNANIMOUSLY.

13. INTRODUCTION OF A NO WAKE ORDINANCE ON CROOKED LAKE DURING
 TIMES OF HIGH WATER LEVEL

The Staff report was shared with Council.

Mayor Koch considered the No Wake Ordinance for Crooked Lake to be introduced.

14. PC15-17: CONSIDER RESOLUTION 15-85, A RESOLUTION APPROVING
 AMENDMENT TO COMPREHENSIVE PLAN LAND USE, 1005 COON RAPIDS
 BOULEVARD EXTENSION

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER
DEMMEER, TO ADOPT RESOLUTION NO. 15-85, APPROVING THE PROPOSED LAND USE
CHANGE FROM LOW DENSITY RESIDENTIAL TO MODERATE DENSITY RESIDENTIAL
BASED ON THE FOLLOWING FINDINGS:

1. CHANGING THE LAND USE DESIGNATION TO MODERATE DENSITY RESIDENTIAL WILL ALLOW THE PROPERTY TO BE REDEVELOPED AS TOWNHOMES, WHICH WOULD BE A COMPLEMENTARY MIX WITH THE EXISTING SINGLE FAMILY HOMES AND APARTMENTS IN THE NEIGHBORHOOD.
2. THE PROPERTY HAS A HISTORY AS A PROBLEM PROPERTY. REDEVELOPING IT AS TOWNHOMES WOULD DISCOURAGE FUTURE SIMILAR PROBLEM USES.
3. INCREASING THE DENSITY TO 7 UNITS PER ACRE, WHICH IS WHAT IS ALLOWED UNDER MODERATE DENSITY RESIDENTIAL, WOULD BE A MORE EFFICIENT USE OF THE PROPERTY AND WOULD NOT BE OUT OF CHARACTER WITH THE NEIGHBORHOOD.

4. CHANGING THE LAND USE TO MODERATE DENSITY RESIDENTIAL WILL PROVIDE AN OPPORTUNITY TO ADD NEW RESIDENCES AND REMOVE THE EXISTING DWELLING, WHICH IS A BLIGHTING INFLUENCE.
5. THE PROPOSED CHANGE IS ALSO CONSISTENT WITH THE HOUSING GOAL OF PROVIDING A VARIETY OF HOUSING TYPES. IT SUPPORTS THE POLICY OF REDEVELOPING SITES ALONG HIGH ACTIVITY AREAS FOR TOWNHOUSES AND/OR APARTMENT TYPE USES.

Councilmember Klint supported the land use amendment, however she questioned if townhomes were the only option for this site. Planner Harlicker reviewed the types of developments that could be placed on moderate density residential sites.

THE MOTION PASSED UNANIMOUSLY.

15. **CONSIDER RESOLUTION 15-88, A RESOLUTION AMENDING 2015 BUDGET FOR THE MSA STREET RECONSTRUCTION PROJECT**

The Staff report was shared with Council.

Councilmember Klint requested further information from staff on the changes proposed to the street reconstruction plans. Public Works Director Himmer explained that the City typically reconstructs seven to eight miles of local City streets and one mile of State Aid streets annually. He indicated the City was proposing to take advantage of the State Gas Tax and would be reconstructing approximately nine miles of heavy traffic roads. He commented that local roads would then be the focus for 2017.

Councilmember Manning inquired if the City could complete nine miles of State Aid roads in one construction season. Public Works Director Himmer believed it was reasonable to complete all nine miles, but noted staff was beginning its work now to ensure the projects run smoothly.

MOTION BY COUNCILMEMBER DEMMER, SECONDED BY COUNCILMEMBER GEISLER, TO ADOPT RESOLUTION NO. 15-88, AMENDING THE 2015 BUDGET FOR THE MSA STREET RECONSTRUCTION PROGRAM.

Councilmember Demmer understood a 10-year loan would be needed for the proposed project. He appreciated the bonding information provided by staff noting a convincing argument was made. For this reason, he would be supporting the project.

Councilmember Klint asked if the proposed project area would be altered after further research was conducted on the project. Public Works Director Himmer explained that the proposed roadways were having geotechnical work conducted and there was a possibility that adjustments will be made after staff has the geotechnical findings.

THE MOTION PASSED UNANIMOUSLY.

16. PC 15-18: CONSIDER ORDINANCE 2140 APPROVING A ZONE CHANGE, 1005
COON RAPIDS BOULEVARD EXTENSION

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER DEMMER, TO ADOPT ORDINANCE 2140, APPROVING THE PROPOSED ZONE CHANGE TO MODERATE DENSITY RESIDENTIAL BASED ON THE FOLLOWING:

1. THE PROPOSED REZONING TO MODERATE DENSITY RESIDENTIAL IS CONSISTENT WITH THE LAND USE DESIGNATION OF MODERATE DENSITY RESIDENTIAL
2. THE PROPOSED REZONING IS COMPATIBLE WITH THE ADJACENT LAND USES AND ZONING.
3. THE TIMES AND CONDITIONS HAVE CHANGED SO THAT A REASONABLE USE OF THE PROPERTY CANNOT BE MADE UNDER THE CURRENT ZONING.
4. THE PROPOSED ZONE CHANGE WOULD NOT HAVE AN ADVERSE IMPACT ON THE AREA.

THE MOTION PASSED UNANIMOUSLY.

17. ASSESSMENT OF COSTS FOR PUBLIC IMPROVEMENTS – CRESCENT PONDS 8TH
ADDITION

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER MANNING, TO ADOPT RESOLUTION NO. 14-23(10) DECLARING COST TO BE ASSESSED; AND RESOLUTION NO. 14-23(12) ADOPTING THE ASSESSMENT. THE MOTION PASSED UNANIMOUSLY.

18. CONSIDER ADOPTION OF RESOLUTION 15-89, A RESOLUTION APPROVING
BUNKER HILLS REMODELING PROJECT

The Staff report was shared with Council.

Bill Morrissey, Morrissey Hospitality Companies, provided the Council with a brief presentation on the proposed project. He explained that he has enjoyed working with the City since past November. He believed that the proposed project would improve the efficiency, capacity and productivity of Bunker Hills 365 days a year.

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER GEISLER, TO ADOPT RESOLUTION NO. 15-89, AUTHORIZING THE BUNKER HILLS REMODELING PROJECT.

Councilmember Geisler supported the remodeling of Bunker Hills as it would allow the facility to better support both the golfers and those visiting the restaurant or event center.

Councilmember Johnson commented he would not be supporting the motion. He questioned if the City was operating Bunker Hills under the proper business model. He understood that Morrissey was to be well trusted and was running a fine establishment. He stated that the City now had a government run restaurant that was in direct competition with private sector restaurants. He questioned if this was the best option moving forward, and inquired if an additional \$700,000 should be invested in this venture. He believed that the City was putting the cart before the horse and indicated the City could be putting the general fund at risk.

Councilmember Manning indicated that other cities have golf courses with restaurants and receive rental rates. Each of these cities is putting their general fund at risk, however, he believed the City was at more risk by doing nothing. He supported the proposed renovations at Bunker Hills.

Councilmember Demmer stated this was a really difficult decision for him to make. He understood the projections Morrissey was providing. He believed that more revenue would be generated after the renovations were completed. However, he questioned if the expense of the renovations was too high. He feared that a ten-year loan was too long for a number of the items being replaced. In the end, he wanted to see the restaurant succeed.

Councilmember Johnson commented the proposed improvements from Morrissey all made sense to him. It was the financial risk versus the reward that were his concern.

Mayor Koch supported the project and understood the renovations were expensive. He believed that the suggestions made by Morrissey all made sense and would make the facility top notch. For that reason, he would be supporting the motion.

THE MOTION PASSED 5-2 (DEMMEER AND JOHNSON OPPOSED).

18A. APPROVE SPECIFICATIONS FOR PURCHASE OF RESTAURANT EQUIPMENT FOR BUNKER HILLS REMODELING AND AUTHORIZE ADVERTISEMENT FOR BIDS

The Staff report was shared with Council. It was noted the bid close date was being changed from June 29th to July 8th.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER GEISLER, TO APPROVE SPECIFICATIONS FOR PURCHASE OF RESTAURANT EQUIPMENT FOR BUNKER HILLS REMODELING AND AUTHORIZE ADVERTISEMENT FOR BIDS.

Councilmember Demmer questioned if staff had a price range in mind for the restaurant equipment that was needed. Finance Director Legg estimated \$170,000 would be needed for new restaurant equipment, grills and refrigeration units.

Councilmember Johnson commented that he would be supporting the purchase of new restaurant equipment in order to keep the restaurant viable.

Councilmember Geisler looked forward to reviewing the specifications in further detail at a future meeting.

Councilmember Manning reiterated that the worst-case scenario was presented to the Council and the bids could come in more favorable than were anticipated. He believed that the renovations and upgrades to the kitchen would greatly benefit Bunker Hills and the City.

THE MOTION PASSED UNANIMOUSLY.

19. CONSIDER CITY MANAGER EMPLOYMENT CONTRACT

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER KLINT, TO APPROVE THE EMPLOYMENT AGREEMENT WITH MATTHEW STEMWEDEL FOR THE CITY MANAGER POSITION.

Councilmember Johnson discussed how employment contracts rarely fully represent the true salary of employees. He preferred to have public sector salaries be extremely transparent. He requested that the moving allowance be only paid once, if Mr. Stemwedel moved to the City of Coon Rapids.

City Attorney Brodie discussed the current language noting that a moving allowance would only be paid if City Manager Stemwedel were to move into the City of Coon Rapids in the next two years.

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.

Scott Bromley, 441 127th Lane, discussed the City's franchise fee. He stated that Coon Rapids was the only City in Anoka County to have this fee. He encouraged the Council to do away with the franchise fee before it lost any more businesses.

REPORTS ON PREVIOUS OPEN MIC

None.

OTHER BUSINESS

None.

ADJOURN

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER JOHNSON,
TO ADJOURN THE MEETING AT 8:03 P.M. THE MOTION PASSED UNANIMOUSLY.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

3.

Meeting Date: 07/07/2015

Subject: Approve Final Payment for Project 14-19, Coon Rapids Well Rehabilitation

Submitted For: Sharon Legg, Finance Director

From: Dianne Nelson, Advanced Accounting Technician

INTRODUCTION

The City Engineer has recommended final payment to E.H. Renner & Sons in the amount of \$13,117.15 for Project 14-19, Well Rehabilitation.

DISCUSSION

A summary of Project 14-19 is as follows:

Contract completion date (Wells 22 & 23)	7/16/14
Contract completion date (Wells 19 & 20)	12/30/14
Substantial completion date (Wells 22 & 23)	6/16/14
Substantial completion date (Wells 19 & 20)	12/15/14
Final completion date	6/5/15
Contract amount	\$170,658.00
Total additions/deletions	\$60,688.00
Final contract amount	\$231,346.00
Actual project cost	\$130,084.00
Less: previous payments by City	(\$116,966.85)
Amount due	\$13,117.15
Amount under final contract	(\$101,262.00)

The changes for the project were for changes in original drawings, painting equipment in pump room and old chemical room as well as physical and chemical cleaning of Well #20. The actual project costs were less than the final contract amount due to less work performed than actual bid.

RECOMMENDATION

All of the above dates and amounts are reasonable and accurate according to the project file. No liquidated damages are recommended. Staff recommends approval of change orders and final payment to E.H. Renner & Sons in the amount of \$13,117.15 for Project 14-19, Well Rehabilitation.



City Council Regular

4.

Meeting Date: 07/07/2015

Subject: Approve Final Payment for Project 14-12, Sanitary Sewer Lift Station #9 Rehabilitation

Submitted For: Sharon Legg, Finance Director

From: Dianne Nelson, Advanced Accounting Technician

INTRODUCTION

The City Engineer has recommended final payment to Geislinger & Sons, Inc. in the amount of \$22,526.02 for Project 14-12, Sanitary Sewer Lift Station #9 Rehabilitation.

DISCUSSION

A summary of Project 14-12 is as follows:

Contract completion date	12/1/15
Substantial completion date	10/17/14
Final completion date	5/1/15
Contract amount	\$459,813.00
Total additions/deletions	(\$9,292.50)
Final contract amount	\$450,520.50
Actual project costs	\$450,520.50
Less: previous payments by City	(\$427,994.48)
Amount due	\$25,526.02
Amount over final contract	\$0.00

The changes for the project were for adjustments to the original contract to reflect actual quantities completed on the project.

RECOMMENDATION

All of the above dates and amounts are reasonable and accurate according to the project file. No liquidated damages are recommended. Staff recommends approval of change orders and final payment to Geislinger & Sons, Inc. in the amount of \$25,526.02 for Project 14-12, Sanitary Sewer Lift Station #9 Rehabilitation.



City Council Regular

5.

Meeting Date: 07/07/2015

Subject: Approve Agreement for a Coon Rapids Farmer's Market Agreement

Submitted For: Ryan Gunderson, Recreation Coordinator

From: Ryan Gunderson, Recreation Coordinator

INTRODUCTION

Council has expressed interest in a Coon Rapids Farmer's Market at the Ice Center/Coon Rapids Blvd. area. Staff has been working to develop a Farmer's Market and has agreed to work with the Anoka County Growers Association to open a market on July 15th in the East parking lot of the Coon Rapids Ice Center. The market will be from 3-6 p.m. every Wednesday afternoon through the growing season.

DISCUSSION

The market will start with 2-3 vendors with a goal of growing based on demand. Farmers will be selling tomatoes, green beans, & as the produce is ready, peppers, corn, potatoes, squash, pumpkins. All produce is locally grown & farmers are members of the Anoka County Growers Association. The growers association will operate the market and the City will assist with promotion, marketing, and any future auxiliary activities to compliment the market.

Farmer's Markets allows growers the opportunity to market directly to consumers without dealing with a food broker. Growers can explain how the food is grown and educate consumers on how to prepare it.

Consumers have an opportunity to build a relationship with the grower of the product, which they do not necessarily get from traditional retail food outlets. Consumers also have the chance to purchase products that originate locally and is a fast way to get fresh produce to the consumers table.

This is a yearly agreement which will be reviewed after each season.

RECOMMENDATION

Council is asked to authorize execution of the Farmer's Market Manager Agreement with the Anoka County Growers Association.

Attachments

Farmer's Market Agreement

FARMER'S MARKET MANAGER AGREEMENT

THIS AGREEMENT, made this day as first signed below, by and between the City of Coon Rapids, Minnesota a municipal corporation (hereinafter "City"), and Anoka County Growers Association, (hereinafter "Manager").

WHEREAS, the City a municipal corporation duly organized and existing under the general municipal laws of the State of Minnesota, has agreed to allow the use of Coon Rapids Ice Center northeast parking lot (hereinafter "Market Site") for purposes of a Farmer's Market.

WHEREAS, Anoka County Growers Association has agreed to provide manager services for the Farmer's Market;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree as follows:

- 1.) That Manager is hereby authorized to utilize the Market Site solely for the use of a Wednesday Farmer's Market as the Coon Rapids Farmer's Market manager.
- 2.) The Manager will work directly with the Recreation Coordinator of the City of Coon Rapids who will help coordinate the Farmer's Market and ensure compliance with City Code. Duties shall include those as described herein including but not limited to:
 - a. Manager agrees that it shall not permit or knowingly condone any illegal activities to occur in the City Park during the Farmer's Market activities.
 - b. Manager agrees that it will comply with all applicable laws, ordinances, and rules and regulations imposed by the City in which the Farmer's Market operations are situated, the State of Minnesota or the United States of America, or any governmental authority, applicable to the occupancy or use of the City Park.
 - c. Manager further agrees to secure all licenses and permits required by said governmental authorities to operate the Farmer's Market upon said premises. Any use different from that stated herein shall be made without prior written consent of the City.
- 3.) The City agrees to provide the following services:
 - a. Marketing: The City will market the Farmer's Market through print and electronic media within the City.
 - b. Signage: The City will develop and manage the set up and take down of Farmer's Market signage each week.
 - c. Garbage/Recycling: The City will provide garbage and recycling receptacles for the Farmer's Market site each week and disposal of said receptacles.
 - d. Any added entertainment or activities will be provided and managed by City.
- 4.) TERM. Market Site may be utilized for Farmer's Market purposes between the hours of 1 P.M. and 7 P.M. inclusive of setup and takedown times. The term of this contract shall begin on July 1st, 2015 and end on October 1st, 2015. The Contract may be renewed annually thereafter for the same July 1st through October 1st time period. Upon renewal, all of the terms of this Agreement shall remain in effect unless amended and the Agreement shall be for a term of season. Agreement may be terminated by either party prior to termination date above upon the terminating party providing written notice to the other party thirty (30) days prior to termination.
- 5.) LIABILITY OF CITY; INSURANCE

- a. Liability of City. City shall not be liable for any damage, loss or injury to the person, property or effects of Manager or of any agent, servant, employee or patron of Manager on, in or about the City Park during Farmer's Market activities other than through the negligence attributable to the City or activities conducted by the City.
 - b. Indemnification. To the fullest extent permitted by law, the Manager agrees to defend, indemnify and hold harmless the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses, including attorney fees, arising out of the Manager's negligence or the Manager's performance or failure to perform its obligations under this Agreement. The Manager's indemnification obligation shall apply to the Manager's subcontractor(s), or anyone directly or indirectly employed or hired by the Manager, or anyone for whose acts the Manager may be liable. The Manager agrees this indemnity obligation shall survive the completion or termination of this Agreement.
 - c. Insurance. Manager covenants and agrees to carry public liability insurance in the amounts of at least \$1,000,000 covering the premises herein described, which insurance shall name the City as additional insured and certificate holders. Manager hereby agrees to demonstrate upon demand, the City that such policies have been secured and such policies are maintained in full force and effect for City's protection. The policy of insurance must include coverage for all activities performed by Manager or his licensees, i.e. booth attendees or receive comparable insurance from the same. If equivalent coverages are provided and form is approved by the City, Manager may provide a general liability policy in a form different from that described above.
 - d. Vendor Insurance. Manager shall require an agreement that the Vendors indemnify the Manager and the City for the negligence or intentional acts of Vendors and its agents.
- 6.) MAINTENANCE OF THE PREMISES. Manager covenants and agrees that it will at all times keep said Farmer's Market facilities in a neat and sanitary condition including clean up during and after the market.
 - 7.) DUTY TO INSPECT. Manager shall be under a duty throughout the duration of this Agreement to reasonably inspect the Market Site of the City Park for dangerous conditions and/or hazards, hidden or otherwise, and to make reasonable efforts to repair and/or notify the City of any discovered dangerous condition or hazard or immediately make such condition of hazards obvious to person who might encounter the same.
 - 8.) INDEPENDENT CONTRACTOR. It is expressly understood that the Manager is an "independent contractor" and not an employee of the City. The Manager shall have control over the manner in which the services are performed under this Agreement. The Manager shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work contemplated by this Agreement. The Manager shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.
 - 9.) COMPLIANCE WITH LAWS. Manager agrees to comply with all federal, state, and local laws and ordinances applicable to the services to be performed under this Agreement, including all safety standards. The Manager represents and warrants that it has the requisite training, skills, and experience necessary to provide the services and is appropriately licensed by all applicable agencies and governmental entities.
 - 10.) DISPUTE RESOLUTION. The Parties shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

- a. Whenever there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Anoka County District Court Administrator and select a mediator by alternately striking names until one remains. The City shall strike the first name followed by the Manager, and shall continue in that order until one name remains.
- b. Litigation. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may litigate the matter.

11.) GENERAL PROVISIONS.

- a. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- b. Assignment. The Manager may not assign this Agreement to any other person unless written consent is obtained from the City.
- c. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- d. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the Manager shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- e. Notices. All notices and other communications under this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to City: _____

Notice to Manager: _____

- i.
- f. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.
- g. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- h. Government Data. The Manager agrees to maintain all data received from the City in the same manner as the City as required under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

- i. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.
- j. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

Dated this _____ day of _____, 2015.

APPROVED:

MANAGER:

City Manager

Anoka County Growers Association



City Council Regular

6.

Meeting Date: 07/07/2015

Subject: Adopt Resolution 15-91 Establishing Hearing Date on Imposition of Fees - Thousand Oaks Housing Improvement Area

Submitted For: David Brodie, City Attorney

From: Kim Reid, Administrative Legal Assistant

INTRODUCTION

On May 19, 2015, Council adopted an ordinance establishing the Thousand Oaks IV Housing Improvement Area, n/k/a Thousand Oaks Housing Improvement Area. The costs of the improvements have now been determined and Council is asked to set a public hearing date so those costs can be collected from the property owners in the same manner as a special assessment.

DISCUSSION

Council will recall that State law authorizes cities to establish Housing Improvement Areas and finance the costs of improvements to housing within those areas if no other financing source is available. In May Council established a housing improvement area for the 23 units in the Thousand Oaks Housing Improvement Area. The improvements include new roofs, gutters, soffit and fascia, remove plywood to add ventilation shoots and blow insulation.

The costs of the improvements have now been determined. The next step in the process is to adopt a resolution to collect the improvement fees from the owners of the units. A public hearing is necessary before that resolution can be adopted. The attached resolution would set August 5, 2015 as the date for the public hearing.

RECOMMENDATION

Adopt Resolution 15-91 setting a public hearing on the establishment of improvement fees for the Thousand Oaks Housing Improvement Area for Wednesday, August 5, 2015 at 7:00 PM in the Coon Rapids City Council Chambers.

Attachments

Resolution 15-91

RESOLUTION NO. 15-91

**RESOLUTION SETTING HEARING DATE ON IMPOSITION
OF IMPROVEMENT FEES FOR HOUSING IMPROVEMENT AREA -
THOUSAND OAKS IV IMPROVEMENT AREA**

WHEREAS, pursuant to Minnesota Statutes Section 428A.13, the City Council, on May 19, 2015, adopted an ordinance establishing the Thousand Oaks IV Housing Improvement Area, n/k/a Thousand Oaks Housing Improvement Area; and

WHEREAS, the affected property owners have indicated their intent not to veto the ordinance; and

WHEREAS, said ordinance provided that the improvement costs would be paid equally by all members of the affected townhouse association and collected over a period of 15 years in the same manner as a special assessment in accordance with Minn. Stat. §428A.14; and

WHEREAS, the cost for the improvements has now been determined.

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

1. A hearing shall be held on the 5th day of August, 2015, in the Council Chambers at the Coon Rapids City Center at 7:00 PM, or as soon thereafter as the matter may be heard, to pass on the proposed improvement fees to be assessed against the 23 housing units within the Thousand Oaks Housing Improvement Area and at such time and place all persons owning units that are subject to the fees will be given an opportunity to be heard with reference to such fees.

2. The City Clerk is hereby directed to cause a notice of the hearing on the imposed fees to be published once in the official newspaper and mailed to each of the affected unit owners at least seven days prior to the hearing.

Adopted by the Coon Rapids City Council this 7th day of July, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

7.

Meeting Date: 07/07/2015

Subject: Adopt Resolution 15-92 Accepting Auto Theft Prevention Grant

From: Brad Wise, Police Chief

INTRODUCTION

The Coon Rapids Police Department has been awarded a 2015-17 Auto Theft Prevention Grant from the Minnesota Department of Commerce to participate in auto theft prevention activities with the ten other law enforcement agencies in Anoka County that comprise the Joint Law Enforcement Council. Coon Rapids is proposing to administer the grant for the other departments. The total grant amount is \$176,958.58.

DISCUSSION

The Coon Rapids Police Department has participated in previous grants from the Minnesota Department of Commerce to address auto theft. Those previous grants had been administered by other Anoka County Law Enforcement agencies. This year, the Coon Rapids Police Department will be coordinating and administering the grant, with the goal of reducing auto theft. Coordination of activities will be done by a board made up of members from the affected law enforcement agencies. This state grant may began July 1, 2015, and run through June 30, 2017. The total grant of \$176,958.58 includes approximately; \$111,000 to be used for peace officer enforcement efforts by the eleven law enforcement agencies, \$33,700 for crime analyst work, \$800 for training, \$7,500 for office expenses, \$14,600 for program expenses, and \$9,600 for a lease on a surveillance van.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution 15-92 accepting the 2015-17 Minnesota Department of Commerce, Auto Theft Prevention Grant, and authorize the police chief to sign the grant contract and act as the fiscal agent for the grant fund.

BUDGET IMPACT:

No matching funds are required. All payroll and equipment for grant activities are paid by the grant.

Attachments

2015-17 Auto Theft Grant

Resolution 15-92

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Commerce ("State") and Anoka County Joint Law Enforcement Council, 11155 Robinson Dr NW, Coon Rapids MN 55433 ("Grantee").

Recitals

1. Under Minn. Stat. § 299A.01 and § 65B.84, the State is empowered to enter into this grant.
2. The State is in need of projects to reduce the incidence of automobile theft and has made grant awards pursuant to its Request for Proposals.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 **Effective date:** July 1, 2015, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

1.2 **Expiration date:** June 30, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

2.1 **Activities.** The Grantee, who is not a state employee, will perform project activities in accordance with the specified tasks and line-item budget approved by the State, which is attached and incorporated into this contract as Exhibit A, and will comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4(a)(1).

2.2 **Reporting Requirements.** Grantee shall report to the State as specified in the Grant Manual of the Office of Justice Program, which is posted online at https://dps.mn.gov/divisions/ojp/grants/Documents/Grant_Manual.pdf and is incorporated by reference into this grant contract.

- (1) **Financial Reporting.** Grantee shall submit a financial reporting form to the State's Authorized Representative utilizing the format identified by the State within 30 days after the end of the reporting period.
- (2) **Progress Reporting.** Grantee shall use forms prescribed by the State to submit a quarterly progress detailing progress achieved towards the accomplishment of the program goals and objectives within 30 days after the end of the reporting period.
- (3) **Other Requirements.** Grantee shall submit such other reports and attend meetings and training as State shall reasonably request.
- (4) **Evaluation.** The State shall have the authority, during the course of this grant period, to conduct evaluations of the performance of the Grantee.
- (5) **Requirement Changes.** The State may modify or change all reporting forms at its discretion during the grant period.
- (6) **Special Requirements.** The State reserves the right to include in the grant, at any time during the term of the grant, special administrative requirements deemed necessary to assure the Grantee's successful implementation of the program. The State will notify the Grantee in writing of any special administrative requirements.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) **Compensation.** The Grantee will be reimbursed for activities and budget amounts according to the line-item budget approved by the state in Exhibit A:

(1) \$88,479.29 is available for fiscal year 2016

(2) \$88,479.29 is available for fiscal year 2017

Grant funds available for fiscal year 2016 are permitted to be carried forward into fiscal year 2017 only with written approval in advance by the State's Authorized Representative.

(b) **Line-item Changes.** Expenditures specified in Exhibit A may not be moved from one line-item to another unless in accordance with the requirements listed below:

(1) Any changes to the line-item budget must advance the purpose of the Automobile Theft Prevention Grant Program and must remain within the total dollar amount available for each fiscal year.

(2) Any fund transfers which exceed an annual amount of \$10,000 must be approved in advance by the State's Authorized Representative, and will not be effective until an amendment to this Agreement has been executed.

(3) Total annual transfers of more than ten (10) percent of the amount from one line-item to another line-item must be approved in advance by the State's Authorized Representative, and will not be effective until an amendment to this Agreement has been executed.

(4) Total annual transfers of ten (10) percent or less of the amount from one line-item to another line-item, and which do not exceed an annual amount of \$10,000, are permitted without the approval of the State's Authorized Representative. Transfers to a newly created line-item are not permitted. At least ten business days prior to any transfer made under this clause, the Grantee must inform the State's Authorized Representative in writing of the specific changes to be made.

(5) The State may refer approval requests for line-item transfer(s) to the Automobile Theft Prevention Advisory Board to review for reasonableness.

(c) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed the amount identified and approved for travel in Exhibit A; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(d) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$176,958.58.

4.2 Payment

(a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely upon completion of services, but not more often than monthly. The state fiscal year is July 1 to June 30 of each year. Amounts submitted on each invoice must reflect goods ordered and services rendered prior to June 30 of each fiscal year. The final invoice pertaining to each state fiscal year of this grant contract must be received by the close of business on July 31 following the end of the fiscal year.

(b) The Grantee must promptly return to the State any unexpended funds that have not been

accounted for in a financial report to the State due at grant closeout.

4.3 **Contracting and Bidding Requirements** Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property:

- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2);
- (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c);
- (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2);
- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable;
- (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 **Conditions of Payment**

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representative**

The State's Authorized Representative is Brandon Johnson, Grant Manager, 85-7th Place E, St. Paul, MN, 651-539-1611, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Tony Palumbo, Chairperson, 2100 Third Ave, Anoka MN 763-323-5550. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Contract Complete**

7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 **Amendments.** Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 **Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 **State Audits**

Under Minn. Stat. §16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 **Government Data Practices and Intellectual Property**

10.1. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

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

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

11 **Workers' Compensation**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 **Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 **Termination**

14.1 **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:

- a) It does not obtain funding from the Minnesota Legislature; or
- b) If funding cannot be continued at a level sufficient to allow for the payment of the services covered here.
- c) Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 **Data Disclosure**

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of

its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.



Signed: Chapman

Date: 6-25-15

SWIFT Contract/PO No(s): 95260 / 6329

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

EXHIBIT A

ANOKA JLEC			
	Approved 2016	Approved 2017	Total Approved
Personnel			
Crime Analyst(s) overtime	\$ 15,120.00	\$ 15,120.00	\$ 30,240.00
Officer Overtime	\$ 40,000.00	\$ 40,000.00	\$ 80,000.00
			\$ -
Payroll Taxes & Fringe			\$ -
Crime Analyst(s) Overtime	\$ 1,737.29	\$ 1,737.29	\$ 3,474.58
Officer Overtime	\$ 15,378.00	\$ 15,378.00	\$ 30,756.00
			\$ -
Training			\$ -
IAATI (6 attendees)	\$ -		\$ -
AVCAM Training registration (20)	\$ 400.00	\$ 400.00	\$ 800.00
			\$ -
Office Expenenses			\$ -
Air Cards (4)	\$ 1,824.00	\$ 1,824.00	\$ 3,648.00
Verizon service for GPS units (4)	\$ 1,920.00	\$ 1,920.00	\$ 3,840.00
			\$ -
Program Expenses			\$ -
Misc. tools for secondary VIN ID	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
Misc. tools for battery install	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
Auto Theft prevention promotional items	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Auto Insurance for van	\$ 300.00	\$ 300.00	\$ 600.00
			\$ -
Equipment over \$5,000 per unit			\$ -
Surveillance Van (2-yr lease)	\$ 4,800.00	\$ 4,800.00	\$ 9,600.00
Total:	\$ 88,479.29	\$ 88,479.29	\$ 176,958.58

RESOLUTION NO. 15-92

**A RESOLUTION TO ACCEPT THE GRANT OF MONIES
FROM THE MINNESOTA DEPARTMENT OF COMMERCE,
TO BE USED TOWARD THE ANOKA COUNTY AUTO THEFT
PREVENTION TASK FORCE AND AUTHORIZING FISCAL
AGENT/GRANT ADMINISTRATOR**

WHEREAS, the Minnesota Department of Commerce has awarded a Minnesota Auto Theft Prevention Grant in the amount of \$176,958.58 to Anoka County Joint Law Enforcement Council, the grantee, for countywide auto theft prevention; and

WHEREAS, in agreement with the other community members of the Council, the Coon Rapids Police Department has been named to be the fiscal agent and administer the grant monies; and

WHEREAS, the City Council finds that it is in the best interest of its citizens to accept the City's portion of the grant monies from the Anoka County Joint Law Enforcement Council to be used toward auto theft prevention during the period from July 1, 2015 through June 30, 2017; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coon Rapids that the grant of monies from the Minnesota Department of Commerce through the Anoka County Joint Law Enforcement Council is hereby accepted on behalf of the Police Department.

BE IT FURTHER RESOLVED that the Coon Rapids Police Department Chief of Police or his designee is hereby authorized to be the fiscal agent and administer this grant on behalf of the Anoka County Joint Law Enforcement Council.

BE IT FURTHER RESOLVED that the City of Coon Rapids hereby extends its gratitude to the Minnesota Department of Commerce and the Anoka County Joint Law Enforcement Council for the Auto Theft Prevention Grant.

Adopted by the Coon Rapids City Council this 7th day of July, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

8.

Meeting Date: 07/07/2015

Subject: Adopt Resolution 15-93 Setting Public Hearing for Coon Creek Senior Community, Limited Partnership, Housing Revenue Bonds

Submitted For: Sharon Legg, Finance Director

From: Cheryl Bennett, Housing and Zoning Coordinator

INTRODUCTION

The City Council is requested to consider a resolution calling for a public hearing to be held July 21, 2015, on a proposed issuance of senior housing revenue bonds for Coon Creek Senior Community, Limited Partnership, a Minnesota Limited Liability Partnership, for improvements to the Cottages of Coon Creek.

DISCUSSION

The Cottages of Coon Creek is an existing senior housing project located at 110th Lane NW and Coon Rapids Boulevard (2600 block of 110th Lane NW). The development, built in 1998, consists of four buildings housing 47 one-level dwelling units and a community activity center. While the project has been routinely maintained, it is in need of general rehabilitation and improvements. In connection with the bond financing, the development will be acquired by a new owner, Coon Creek Senior Community, Limited Partnership.

The original development of Cottages of Coon Creek utilized the federal Low-Income Housing Tax Credit (LIHTC) program. LIHTCs provide incentives for low income housing development by reducing tax liabilities of investors. The initial LIHTCs for the Cottages of Coon Creek have expired. In order to maintain the development as affordable senior housing and secure new investors, the new owner is seeking LIHTCs for this project. Coon Creek Senior Community, Limited Partnership, has requested that the City issue tax exempt bonds in an amount not to exceed \$5,000,000. A bond issue will enable the company to seek LIHTCs allocated through the State of Minnesota. If successful, the tax credits will be sold to new investors over time. The total project acquisition and rehabilitation costs exceed \$5.5 million.

The City would act as the issuer of tax-exempt bonds in an amount not to exceed \$5,000,000. The bonds are not an obligation of the City and there is no liability to the City to repay these bonds.

RECOMMENDATION

Staff recommends adoption of Resolution 15-93 Calling for a Public Hearing regarding a Senior Housing Facility and the Issuance of Senior Housing Revenue Bonds, Series 2015, for the benefit of Coon Creek Senior Community, Limited Partnership, under Minnesota Statutes Chapter 462C, as amended.

Attachments

Resolution

RESOLUTION 15-93

RESOLUTION CALLING A PUBLIC HEARING REGARDING A SENIOR HOUSING FACILITY AND THE ISSUANCE OF SENIOR HOUSING REVENUE BONDS, SERIES 2015, FOR THE BENEFIT OF COON CREEK SENIOR COMMUNITY, LIMITED PARTNERSHIP, MINNESOTA STATUTES CHAPTER 462C, AS AMENDED

WHEREAS, Minnesota Statutes Chapter 462C, as amended (the “Act”), gives municipalities the power to issue revenue obligations to carry out the public purposes described in the Act by providing for the issuance of revenue bonds to provide funds to finance multifamily housing developments; and

WHEREAS, the City of Coon Rapids (the “City”) has received from Coon Creek Senior Community, Limited Partnership, a Minnesota limited liability partnership (the “Borrower”), a proposal that the City undertake a program to assist in financing a Project, hereinafter described in Exhibit A, through the issuance of revenue bonds or obligations, in one or more series (the “Bonds”), pursuant to the Act; and

WHEREAS, before proceeding with consideration of the request of the Borrower it is necessary for the City to hold a public hearing on the proposal pursuant to the Act.

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

1.) A public hearing on the proposal of the Borrower will be held at the time, date and place set forth in the form of Notice of Public Hearing attached hereto as Exhibit A, or on such other date for which notice may be published in accordance with applicable law. The general nature of the project and an estimate of the aggregate principal amount of revenue bonds or other obligations to be issued to finance the proposal are described in the Notice of Public Hearing.

2.) The City staff are hereby authorized and directed to publish the Public Notice, in substantially the form attached hereto as Exhibit A to this resolution, in the *Star Tribune*, a newspaper of general circulation in the City. The Public Notice shall be published at least once not less than 15 days prior to the date of the public hearing.

Adopted by the City Rapids City Council this 7th day of July 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING ON A HOUSING PROGRAM FOR A MULTIFAMILY HOUSING PROJECT

NOTICE IS HEREBY GIVEN that the City Council of the City of Coon Rapids, Minnesota, (the "Council") will meet on July 21, 2015, at 7:00 p.m. at the City Hall at 11155 Robinson Drive in the City for the purpose of conducting a Public Hearing on a proposal of the Coon Creek Senior Community, Limited Partnership, a Minnesota limited liability partnership (the "Borrower"), that the City of Coon Rapids, Minnesota (the "City"), finance a senior housing development hereinafter described by the issuance of revenue bonds (the "Bonds") pursuant to Minnesota Statutes, Chapter 462C, as amended, and that the City adopt a housing program for such bonds.

The Bonds are proposed to be issued to (i) finance the acquisition and rehabilitation of a 47 unit senior housing facility and related amenities located at 2600 through 2689, inclusive, 110th Lane NW in the City; (ii) fund a debt service reserve fund; and (iii) pay a portion of the costs of issuance related to the Bonds (collectively, the "Project"). The Project is and will be owned and operated by the Borrower.

The maximum aggregate estimated principal amount of bonds or other obligations to be issued to finance the Project is \$5,000,000.

The bonds or other obligations if and when issued will not constitute a charge, lien or encumbrance upon any property in the City, and will be payable solely from the revenues of the Project, and will not be backed by the full faith and credit of the City but will be payable solely from sums paid by the Borrower pursuant to a revenue agreement.

A copy of the housing program will be on file at City Hall, 11155 Robinson Drive NW, Coon Rapids, Minnesota 55433, Monday through Friday during the City's normal business hours until the date of the Public Hearing. At the time and place fixed for the Public Hearing, the City Council will give all persons who appear or who submit comments in writing to the City prior to the hearing, an opportunity to express their views with respect to the proposal. In addition, interested persons may file written comments respecting the proposal with the City Clerk at or prior to said Public Hearing.

Published *Star Tribune* July 6, 2015



City Council Regular

9.

Meeting Date: 07/07/2015

Subject: Approve Final Payment for Project 13-21, Wilderness Trail Construction

Submitted For: Sharon Legg, Finance Director

From: Dianne Nelson, Advanced Accounting Technician

INTRODUCTION

The City Engineer has recommended final payment to Barber Construction in the amount of \$10,983.37 for Project 13-21, Wilderness Trail Construction.

DISCUSSION

A summary of Project 13-21 is as follows:

Contract completion date	6/19/15
Substantial completion date	6/19/15
Final completion date	6/5/15
Contract amount	\$121,240.50
Total additions/deletions	\$250.00
Final contract amount	\$121,490.50
Actual project costs	\$109,609.90
Less: previous payments by City	(\$98,626.53)
Amount due	\$10,983.37
Amount under final contract	\$11,880.60

The changes to this project were for additional drainage pipe work needed near the tunnel crossing. The actual project costs were less than the final contract amount due to less work performed than actual bid.

RECOMMENDATION

All of the above dates and amounts are reasonable and accurate according to the project file. No liquidated damages are recommended. Staff recommends approval of change order and final payment to Barber Construction in the amount of \$10,983.37 for Project 13-21, Wilderness Trail Construction.



City Council Regular

10.

Meeting Date: 07/07/2015

Subject: Approve Temporary On-Sale Strong Beer and Wine Liquor License for Hope 4 Youth Fundraiser Event, Rum River Music Fest

From: Stephanie Lincoln, Deputy City Clerk

INTRODUCTION

Russell Isakson, on behalf of Coon Rapids Northstar Lions, has applied for a temporary on-sale strong beer and wine liquor license to be used at the Hope 4 Youth Fund Raising Event, the Second Annual Rum River Music Fest, on August 8th, 2015. This event will be held at the Boulevard Park, 11000 Crooked Lake Blvd.

DISCUSSION

The appropriate fees have been paid and Mr. Isakson's background investigation is in the process of being completed by the Police Department. Issuance of the license is contingent upon the Clerk's office receiving a current Certificate of Insurance for liquor liability and a successful background investigation from the Police Department.

The temporary on-sale strong beer and wine liquor license will be valid from 8:00 a.m. to Midnight on August 8, 2015.

RECOMMENDATION

Council approval of a temporary strong beer and wine liquor license for Coon Rapids Northstar Lions for use at the Hope 4 Youth Fundraising Event, Rum River Music Fest, on August 8, 2015, pending receipt of a current Certificate of Insurance for liquor liability and Police Department approval of the background investigation.



City Council Regular

11.

Meeting Date: 07/07/2015

Subject: Approve Therapeutic Massage Enterprise License for Massage Spark, 12685 Riverdale Blvd

From: Stephanie Lincoln, Deputy City Clerk

INTRODUCTION

Xue Qiang Lin of Massage Spark has submitted an application for a Therapeutic Massage Enterprise license for use at 12685 Riverdale Blvd.

DISCUSSION

Mr. Lin has leased space from the business of Salons by JC in the building at 12685 Riverdale Blvd and paid the background investigation and license fee for a Therapeutic Massage Enterprise License. The Police Department is currently conducting a background investigation.

RECOMMENDATION

Council is requested to approve the issuance of a Therapeutic Massage Enterprise license to Mr. Lin for Massage Spark located at 12685 Riverdale Blvd, pending a successful background investigation.



City Council Regular

12.

Meeting Date: 07/07/2015

Subject: Approve Therapeutic Massage Enterprise License for Relief Therapy Solutions, Inc, 199 Coon Rapids Blvd #213

From: Stephanie Lincoln, Deputy City Clerk

INTRODUCTION

James Myhrer of Relief Therapy Solutions, Inc has submitted an application for a Therapeutic Massage Enterprise license for use at 199 Coon Rapids Blvd, Suite #213.

DISCUSSION

Mr. Myhrer has leased space at 199 Coon Rapids Blvd, Suite #213 and paid the background investigation and license fee for a Therapeutic Massage Enterprise License. The Police Department has conducted a background investigation and given approval. The approval of this license will be contingent upon the issuance of the Certificate of Occupancy from the Building Inspections Department.

RECOMMENDATION

Council is requested to approve the issuance of a Therapeutic Massage Enterprise license to Mr. Myhrer for Relief Therapy Solutions, Inc located at 199 Coon Rapids Blvd, Suite #213. contingent upon the issuance of the Certificate of Occupancy from the Building Inspections Department.



City Council Regular

13.

Meeting Date: 07/07/2015

Subject: Appoint Tim Matsche to the Park and Recreation Commission

From: Joan Lenzmeier, City Clerk

INTRODUCTION

Council is asked to approve the appointment of Tim Matschke to the Parks and Recreation Commission.

DISCUSSION

The Park and Recreation Commission members and City staff would like to recommend appointing a new member to the commission. Tim Matsche has applied and been interviewed for the open seat. The Commission feels he is a strong candidate and will be a good asset to the Commission.

RECOMMENDATION

Staff recommends the appointment of Tim Matsche to the Park and Recreation Commission.

Attachments

Resolution 15-94

RESOLUTION NO. 15-94

**APPROVING APPOINTMENT TO THE
PARKS AND RECREATION COMMISSION**

WHEREAS, a vacancy for a term expiring December 31, 2015 exists on the Parks and Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that Tim Matsche be appointed to the Parks and Recreation Commission for the term ending December 31, 2015.

Adopted this 7th day of July, 2015, by the Coon Rapids City Council.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

14.

Meeting Date: 07/07/2015

Subject: Consider Adoption of Ordinance 2142, An Ordinance Establishing No Wake on Crooked Lake During Times of High Water Level

From: Scott Harlicker, Planner

INTRODUCTION

Council is asked to adopt Ordinance 2142 approving a no wake ordinance on Crooked Lake. The ordinance would be in effect during times of high water level.

DISCUSSION

Background

Following last spring and early summer's extremely wet conditions, residents and representatives of the Lake Association requested the cities of Andover and Coon Rapids investigate the possibility of establishing a no wake ordinance for Crooked Lake. Following those discussions, Council asked that staff work with Andover on drafting an ordinance.

Staff has been working with Andover and have created matching draft ordinances. The ordinance states that when the water level of the lake reaches a certain elevation, the no wake restrictions will take effect. Notification procedures include posting at the public access, city hall, the city web site and through the Lake Association.

Both cities will work together to move each city's ordinance through the DNR's approval process concurrently. Now that the matching ordinances have been drafted and a 30 day public input period has been completed, the City is in a position to approve the proposed ordinance. Once the ordinance is approved by the City it will be sent to the DNR for their approval.

Ordinance Summary

Staff is proposing to amend Title 10 - Streets, Parks and Public Places to include Chapter 10-600 Crooked Lake No Wake Regulations.

The no wake speed will take affect when the water level reaches 861.6 feet sea level, as determined by the Coon Creek Watershed District. At that point each city is responsible for notifying the Lake Association and posting notices at public access points, city hall and the city website. The regulations are in effect 24 hours a day until the water level has subsided and remained below 861.6 feet for three consecutive days. The Anoka County Sheriff's Office has primary responsibility for enforcement.

June 16th City Council meeting

At the June 16th meeting the City Council introduced the proposed ordinance.

RECOMMENDATION

Staff recommends the City Council approve the attached ordinance amending Title 10, Chapter 600 establishing no wake regulations for Crooked Lake.

Attachments

Ord. 2142

ORDINANCE NO. 2142

**AN ORDINANCE REGULATING THE SURFACE USE OF CROOKED LAKE
AND THEREBY AMENDING REVISED CITY CODE- 1982
BY ADDING NEW CHAPTER 10-600**

The City of Coon Rapids does ordain:

Section 1. Revised City Code – 1982 is hereby amended by adding thereto new Chapter 10-600, Crooked Lake No Wake Regulations as follows: (additions double underlined)

CITY OF COON RAPIDS, MINNESOTA

CHAPTER 10-600

CROOKED LAKE NO WAKE REGULATIONS

10-601 Purpose. As authorized by Minnesota Statutes 86B.201, 86B.205, and 459.20, AND Minnesota Rules 6110.3000 – 6110.3800 as now in effect and as hereafter amended, this Ordinance is enacted for the purpose and with the intent to control and regulate the use of waters of Crooked Lake in the Cities of Coon Rapids and Andover, Minnesota, to promote its fullest use and enjoyment by the public in general and the citizens of the Cities of Coon Rapids and Andover in particular, to insure safety for persons and property in connection with the use of said waters; to harmonize and integrate the varying uses of said waters; and to promote the general health, safety and welfare of the citizens of the Cities of Coon Rapids and Andover, Minnesota.

10-602 Definitions. The following words and phrases, in accordance with Minnesota Statute 86B.005, when used in this chapter, shall have the meanings set forth as follows:

- (1) “Operate” means to navigate or otherwise use a watercraft.
- (2) “Person” Includes an individual, partnership, corporation or any body of persons, whether incorporated or formed as an association or not.
- (3) “Crooked Lake” means that body of water that is shared between the cities of Andover and Coon Rapids and assigned the lake identification number of 02008400 by the Minnesota Department of Natural Resources.
- (4) “High Water” means an elevation of 861.6’ or greater above mean sea level on Crooked Lake as determined by the Coon Creek Watershed District.
- (5) “Shore” means the line separating land and water which shifts as lake levels increase and decrease.
- (6) “Slow No-Wake” means the operation of a watercraft at the slowest possible speed necessary to maintain steerage and in no case greater than five (5) miles per hour.
- (7) “Watercraft” means any contrivance used or designed for navigation on water.

as defined in Minnesota Statutes Section 86B.005, Subdivision 18.

10-603 Watercraft Speed Limitations.

(1) No person shall operate a watercraft at greater than a slow no-wake speed on the entire Lake when the water level reaches eight hundred sixty one point six feet (861.6') sea level, as measured by the City of Andover and the Coon Creek Watershed District gauge and verified by the City of Coon Rapids.

(2) When the water level of Crooked Lake reaches 861.6' sea level, the City Manager or designee shall arrange to have notice of the no-wake provision posted at all public water accesses and sent to the Crooked Lake Area Association. In addition, notice of said restrictions shall be posted at Andover City Hall, the Coon Rapids City Hall, and the City of Coon Rapids web site.

(3) The slow no-wake speed shall be in effect twenty-four (24) hours a day for the entire duration the high water provision is in effect.

(4) When high water levels have subsided and have remained below an elevation of 861.6' sea level for three (3) consecutive days, said restriction shall be promptly removed.

10-604 Information, Notices and Markings. The Cities of Andover and Coon Rapids shall be responsible for informing the public and posting notifications at the Crooked Lake Boat Landing and all other public access points as necessary to give reasonable notice to the speed restrictions established.

10-605 Exemptions Form Provisions.

(1) Authorized resource management, emergency and enforcement personnel, when acting in the performance of their duties, shall be exempt from the provisions of this chapter.

(2) Temporary exemptions from this chapter may be granted to local, state or federal law enforcement agencies.

10-606 Enforcement. Primary responsibility for enforcement of this chapter shall rest with the Anoka County Sheriff's Office. This, however, shall not preclude enforcement by other licensed peace officers.

10-607 Violation a Petty Misdemeanor. Any person violating any provision of this chapter shall be guilty of a petty misdemeanor as defined by state law and subject to the penalties therefore.

Introduced this ____ day of _____, 2015.

Adopted this ____ day of _____ 2015.

ATTEST:

Jerry Koch, Mayor

Joan Lenzmeier , Deputy City Clerk



City Council Regular

15.

Meeting Date: 07/07/2015

Subject: Consider Joint Powers Agreement with Anoka County for Intersection Improvement at CSAH 11 (Northdale Blvd. NW) and Redwood St. NW (CP 15-15)

Submitted For: Tim Himmer, Public Works Director

From: Sarah Greene, Administrative Assistant II

INTRODUCTION

The City Council is being asked to approve a Joint Powers Agreement (JPA) with Anoka County for intersection signalization at CSAH 11 (Northdale Blvd. NW) and Redwood St. NW. City staff has prepared the attached JPA, and received feedback from County staff that they are in general agreement with the proposed terms. Following approval by the City Council, the agreement will then go to the County Board for final review and approval.

DISCUSSION

This intersection signalization project is being proposed in conjunction with the Sand Creek Park redevelopment, to improve site access and pedestrian safety. Improvement are shown on the attached conceptual layout (exhibit A of the JPA) and include roadway widening for turn lanes at all four legs of the intersection, some curb and gutter work, a traffic signal at the new entrance to the park, minor storm sewer, roadway mill and overlay, and a sidewalk along the north side of Northdale Blvd extending west to the railroad tracks.

Staff is currently working with area residents to acquire all required temporary and permanent easements for the project. It is anticipated that final plans and specifications will be completed and bidding will commence this fall, with construction to begin in the spring of 2016.

RECOMMENDATION

Staff recommends that the City Council approve the JPA with Anoka County for the intersection improvements at CSAH 11 (Northdale Blvd. NW) and Redwood St. NW.

BUDGET IMPACT:

Distribution of construction costs are proposed to be split according to Anoka County's standard cost share agreement, with the City covering 75% and the County 25%. The preliminary construction estimates for the proposed improvement (currently at 60% design) is \$1,041,143.60, with the City share estimated to be \$760,034.83. The City's portion will be paid for with eligible TIF funding. Actual project costs and funding distributions will be updated after bidding and construction, and will reflect actual project costs.

Attachments

JPA

Exhibit A, Layout

Exhibit B, Preliminary Budget

**JOINT POWERS AGREEMENT
FOR THE INTERSECTION IMPROVEMENT PROJECT AT THE INTERSECTION
OF CSAH 11(NORTHDAL BLVD NW) AND REDWOOD ST NW
IN THE CITY OF COON RAPIDS, MN
(SAP 002-611-035, SAP 114-020-051 CP 15-15)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2015 by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as "County", and the City of Coon Rapids, 11155 Robinson Drive, Coon Rapids, MN 55433, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to improve the intersection of CSAH 11 (Northdale Blvd NW) and Redwood St NW) and,

WHEREAS, said parties mutually agree that the intersection of CSAH 11 and Redwood St NW is in need of improvement; and,

WHEREAS, the City's consultants, WSB & Associates and SEH, have prepared preliminary design plans for the intersection improvement project at CSAH 11 and Redwood St NW in accordance with Anoka County and the Minnesota Department of Transportation standards; and,

WHEREAS, the County has jurisdiction over County State Aid Highway 11; and,

WHEREAS, the City has jurisdiction over Redwood St NW; and,

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

WHEREAS, Minn. Stat. § 471.59 authorizes political subdivisions of the state to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of adding turn lanes to all four legs of the intersection and installing a signal system as described in the preliminary design plans. The County project number for the reconstruction is SAP 002-611-035 the City project numbers are SAP 114-020-051 and CP 15-15. Said engineering plans are filed in the office of the City Engineer at the Coon Rapids City Hall and incorporated herein by reference.

The parties to this Joint Powers Agreement (JPA) agree in principle that construction of County State Aid Project No. 002-611-035 at the intersection of CSAH 11 (Northdale Blvd NW) and Redwood

St NW is in the best interest of the traveling public and that the Preliminary Layout as shown in Exhibit “A” defines the preliminary design of the Project.

It is agreed that the Exhibit “A” Layout dated October 20, 2014 has been reviewed and accepted by the parties and is suitable for preparation of final construction documents. Any significant changes made hereafter to the design as presented in the Exhibit “A” Layout will require approval by the parties as an amendment to this JPA. These same changes will require a change in the cost share to include any additional design engineering costs that may occur.

II. METHOD

The City shall cause the construction of Anoka County Project SAP 002-611-035 and City project numbers SAP 114-020-051 and CP 15-15 in conformance with proposed engineering plans and specifications.

IMPROVEMENTS

It is agreed by the parties that in 2016 turn lanes will be constructed at the intersection of CSAH 11 and Redwood St NW. Improvements include but are not limited to: roadway widening, traffic signal installation, turn lanes, curb & gutter, storm sewer, sidewalk, mill & overlay, and reclaim and overlay. The costs of these improvements have been estimated for this agreement and will be finalized after bids have been received. These costs will be shared by the County and the City.

RIGHT OF WAY:

The parties agree that the City will acquire all necessary right-of-way and easements for the Project. Acquisition of any additional right-of-way and/or easements needed for improvements to the County street intersections beyond what is defined in the Exhibit “A” Layout will be the responsibility of the County. It is agreed by the parties that all necessary right of way and easements will be in legal possession of the City prior to acceptance of bids for the project. Any City owned property or easements along CSAH 11 that are required for construction will be conveyed to the County at no cost. Any County owned property or easements required for the construction will be incorporated into the project at no cost.

TRAFFIC SIGNALS:

The parties agree that a traffic control signal will be installed with this project. The parties agree that the cost of constructing the signal shall be standard County cost share, with 100% of the EVP costs and 75% of the traffic signal costs to the City of Coon Rapids, and 25% of the traffic signal costs to the County.

Following construction, the ongoing traffic signal maintenance will be consistent with Anoka County warranted traffic signal maintenance practices, with the County 100% responsible for all ongoing traffic signal maintenance, the City of Coon Rapids reimbursing the County 100% for all ongoing EVP maintenance, the City of Coon Rapids 100% responsible for all luminaire maintenance, and 100% responsible for the ongoing supply of electrical power for the traffic signal system.

DRAINAGE:

The City and County agree to share in the cost of the required storm sewer system for the project. The City portion will total 75% of the storm sewer costs, and the County will pay the remaining 25% of the storm sewer costs.

TRAFFIC CONTROL:

The parties understand and agree that the intersection of CSAH 11 and Redwood St NW is currently proposed to be open to thru traffic during construction except for miscellaneous short term closures, and will always be open to emergency vehicles and local traffic. The parties agree and understand the cost share for traffic control for the City shall be 75% of a prorated share of total project costs, and the County shall be responsible for the remaining 25%.

DRIVEWAYS:

The parties agree that all driveways affected by the Project will be reconstructed in kind at 100% project cost with the cost of any upgrades requested by the City, to be the sole responsibility of the City.

LANDSCAPING/STREETSCAPING:

The parties agree that if the City wishes to include landscaping or streetscape features in the project, they shall be designed in accordance with Anoka County Highway Department Landscape/Streetscape Guidelines. The City shall supply the signed plan sheets and specifications for the proposed landscape/streetscape. The total cost of the design as well as the construction cost will be at the expense of the City. All construction documents must be submitted to the County for review and comment prior to project bidding. Maintenance of any landscaping/streetscaping will be the sole responsibility of the City.

UTILITIES:

The parties agree that the Exhibit "A" Layout does not include specific proposed utility locations. The City will be responsible for the design of any sanitary sewer and water main improvements and/or relocations due to road reconstruction, which will be incorporated into the project bid documents. The cost of the design of these features shall be the responsibility of the City. The cost of construction of these features shall be the responsibility of the City. The City's design of the sanitary sewer and water main utilities are to include signed plans, specifications, and estimated quantities and cost. All construction documents must be submitted to the County for review and comment prior to project bidding.

PERMITS:

The parties agree that the City will secure all necessary permits for this Project. The County agrees to coordinate with the City in securing the permits required by the Coon Creek Watershed District, County permits, as well as any other permits that may be required. The City also requests that the County inform the City of any ordinances or County regulations that affect construction at the time of the signing of this JPA (e.g. setbacks, tree clearing ordinances, or any other County ordinances).

III. COSTS

The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the actual "construction costs" and shall be so referred to herein. "Estimated costs" are good faith projections of the costs, which will be incurred for this project. Actual costs will vary and those will be the costs for which the relevant parties will be responsible.

The estimated construction cost of the total project is \$1,041,143.60.

The total estimated construction cost to the County is \$260,285.90.

The County participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$260,285.90. The estimated cost to the County for construction engineering is \$20,822.87. In summary, the total County share of this project is \$281,108.77 (includes construction and construction engineering costs).

Upon award of the contract, the County shall pay to the City, upon written demand by the City, ninety five percent (95%) of its portion of the cost of the project estimated at \$267,053.33. Prior to billing, this estimate will be updated by the City to reflect the actual bid prices as awarded. An updated cost estimate shall be provided to the County at the time of billing. The County's share of the cost of the project shall include only construction and construction engineering expense and does not include engineering design and administrative expenses incurred by the City.

Upon final completion of the project, the County's share of the construction cost will be based upon actual construction costs. If necessary, adjustments to the initial ninety five percent (95%) charged will be made in the form of credit or additional charges to the County's share. Also, the remaining five percent (5%) of the County's portion of the construction costs shall be paid.

The County will also be providing traffic signal components that will be installed under the contract administered by the City. Such items include a controller and cabinet, and EVP components, which are estimated at \$35,000. The actual cost of County supplied items will be deducted from their cost participation.

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

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

VI. CONTRACTS AND PURCHASES

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

VII. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and a report of all receipts shall be made upon request by either party. Prior to County payment to the City, Coon Rapids shall provide the County a copy of all cost participation documents to assist the County in their application for County State Aid funding.

VIII. TERMINATION

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

IX. SIGNALIZATION POWER

The City shall at their sole expense, install and cause the installation of an adequate electrical power source to the service cabinet for the previously mentioned CSAH 11 at Redwood Street NW traffic control signal systems including any necessary extension of power lines. The City shall be the lead agency in this matter. Upon completion of said traffic control signal installations, the ongoing cost of the electrical power to the signals shall be the sole cost and expense of the City.

X. MAINTENANCE

- A. Maintenance of the completed storm sewer (except catch basins and catch basin leads on CSAH 11), detention basins (including ponds and their outlet structures and grit chambers/collectors) shall be the sole obligation of the City.
- B. Maintenance of all sidewalks, including snow plowing, shall be the sole responsibility of the City.
- C. Maintenance of crosswalk pavement markings on City streets shall be the responsibility of the City. The County will be responsible for all crosswalk pavement markings for the crossings at all County streets.
- D. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.
- E. Maintenance of the completed traffic control signals and signal equipment at the intersection of CSAH 11/Redwood Street NW shall be the sole obligation of the County.
- F. The County shall maintain the said traffic signal controller, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signals at the sole obligation of the County.
- G. Painting of the traffic signal shall be the sole obligation of the County. Any variation of painting color standards will be billed to the City.

- H. Timing of the traffic signal shall be determined by the County.
- I. Only the County shall have access to the controller cabinet.
- J. The traffic control signal shall be the property of the County.
- K. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.
- L. All maintenance of the EVP Systems shall be completed by the County. The City shall be billed by the County on a quarterly basis for all incurred costs.
- M. EVP Emitter Units may be installed on and used only by Emergency Vehicles responding to an emergency as defined in Minnesota Statutes §169.01, Subdivision 5, and §169.03. The City shall provide a list to the County Engineer, or the County's duly appointed representative, of all such vehicles with emitter units on an annual basis.
- N. Malfunctions of the EVP System shall be immediately reported to the County.
- O. All timing of said EVP System shall be determined by the County.
- P. In the event said EVP System or components are, in the opinion of the County, being misused, or the conditions set forth are violated, and such misuse or violation continues after receipt by the City, written notice thereof from the County, the County shall remove the EVP System. Upon removal of the EVP System pursuant to this paragraph, the field wiring, cabinet wiring, detector receiver, infrared detector heads and indicator lamps and all other components shall become the property of the County.

XI. NOTICE

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

XII. INDEMNIFICATION

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

XIII. ENTIRE AGREEMENT REQUIREMENT OF WRITING

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

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

COUNTY OF ANOKA

By: _____
Rhonda Sivarajah, Chair
Board of Commissioners

Dated: _____

CITY OF COON RAPIDS

By: _____
Jerry Koch
Mayor

Dated: _____

ATTEST

By: _____
Jerry Soma
County Administrator

Dated: _____
RECOMMENDED FOR APPROVAL

By: _____
Matt Stemwedel
City Manager

Dated: _____

By: _____
Douglas W. Fischer, P.E.
County Engineer

Dated: _____

By: _____
David Brodie
City Attorney

Dated: _____

APPROVED AS TO FORM

By: _____
Dan Klint
Assistant County Attorney

Dated: _____

EXHIBIT “C”

COST-SHARING AGREEMENT FOR PROJECTS CONSTRUCTED IN ANOKA COUNTY USING COUNTY STATE AID FUNDS OR LOCAL TAX LEVY DOLLARS

<u>ITEMS</u>	<u>COUNTY SHARE</u>	<u>CITY SHARE</u>
Concrete Curb & Gutter	50%	50%
Concrete Curb & Gutter for Median Construction	100%	0%
Concrete Median	100%	0*1
Concrete Sidewalk	0%	100%
Concrete Sidewalk Replacement	100%	0%
Bikeways	0%	100%
Bikeway Replacement	100%,	0%
	Unless existing trail not placed at edge of R/W	
Construction or Adjustment of Local Utilities	0%	100%
Grading, Base and Bituminous	100%	0%
Storm Sewer	based on state aid letter*2	based on state aid letter*2
Driveway Upgrades	100%, in-kind	100%, of up-grades
Traffic Signals, new & replacements (communities larger than 5,000) w/ State Aid approved SJR	½ the cost of its legs of the intersection	the cost of its legs of the intersection plus ½ the cost of the County legs of the intersection
Traffic Signals, new & replacements (communities less than 5,000) w/ State Aid approved SJR	100%	0%
Traffic Signal, w/o State Aid approved SJR	0%	100%
EVP	0%	100%
Engineering Services	*3	*3
Right-of-Way	100%*4	0%
Street Lights	0%	100%
Noise Walls	100%*5	0%*5

- *1 The County pays for 100% of Standard Median Design such as plain concrete. If a local unit of government requests decorative median such as brick, stamped concrete, or landscaping, the local unit will pay the additional cost above the cost of standard median.
- *2 In the event no State Aid is being used, or in the event the state aid letter does not determine cost split percentages, drainage cost shares will be computed by the proportion of contributing flow outside the County right of way to the total contributing flow.
- *3 Engineering shall be paid by the Lead Agency except that any participating agency will pay construction engineering in the amount of 8% of the construction costs paid by that agency.
- *4 In the event that the Township or City requests purchase of right-of-way in excess of those right-of-ways required by County construction, the Township or City participates to the extent an agreement can be reached in these properties. For instance, a Township or City may request a sidewalk be constructed alongside a County roadway which would require additional right-of-way, in which case the Township or City may pay for that portion of the right-of-way. Acquisition of right-of-way for new alignments shall be the responsibility of the Township or City in which the alignment is located. This provision may be waived by agreement with the County Board if the roadway replaces an existing alignment and the local unit of government takes jurisdiction of that existing alignment. In addition, any costs, including right-of-way costs, incurred by the County because a Township or City did not acquire sufficient right-of-way during the platting process or redevelopment process as requested by the County shall be paid by the Township or City.
- *5 If previously notified, the City shall be responsible for future noise wall maintenance. Notification includes any letter to the agency indicating that noise will potentially be an issue in the future, likely received during the Plat Review Process. The County shall pay 100% of Standard Noise Wall Cost. If a local agency requests decorative noise walls, then the requesting agency will pay the additional cost above the cost of standard noise wall. Furthermore, should an agency request a noise wall to be built where not required by the applicable federal or state standard, the entire cost of the wall shall be borne by the requesting agency.

Item Number	Description	Unit	Unit Price	Project Total		STATE AID MSAS		75% MSAS / 25% COUNTY	
				Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost
2021.501	MOBILIZATION	LUMP SUM	\$40,000.00	1.00	\$40,000			1.00	\$40,000.00
2101.511	CLEARING & GRUBBING	LUMP SUM	\$5,000.00	1	\$5,000			1.00	\$5,000.00
2102.502	PAVEMENT MARKING REMOVAL	LIN FT	\$0.65	2720	\$1,768			2720	\$1,768.00
2104.501	REMOVE CURB AND GUTTER	LIN FT	\$2.20	645	\$1,419			645	\$1,419.00
2104.503	REMOVE BITUMINOUS WALK	SQ FT	\$0.70	6900	\$4,830			6900	\$4,830.00
2104.505	REMOVE CONCRETE WALK	SQ YD	\$5.20	3350	\$17,420			3350	\$17,420.00
2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$6.90	115	\$794			115	\$793.50
2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$6.90	90	\$621			90	\$621.00
2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$3.00	150	\$450			150	\$450.00
2104.509	REMOVE BOLLARDS	EACH	\$90.00	12	\$1,080			12	\$1,080.00
2104.509	REMOVE HYDRANT	EACH	\$955.00	2	\$1,910			2	\$1,910.00
2104.509	REMOVE SIGN TYPE C	EACH	\$50.00	20	\$1,000			20	\$1,000.00
2104.509	REMOVE SIGN TYPE SPECIAL	EACH	\$150.00	1	\$150			1	\$150.00
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$9.00	20	\$180			20	\$180.00
2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	\$2.00	940	\$1,880			940	\$1,880.00
2104.523	SALVAGE MAILBOX SUPPORT	EACH	\$110.00	11	\$1,210			11	\$1,210.00
2105.501	COMMON EXCAVATION	CU YD	\$14.00	2800	\$39,200			2800	\$39,200.00
2105.507	SUBGRADE EXCAVATION	CU YD	\$14.00	1550	\$21,700			1550	\$21,700.00
2105.522	SELECT GRANULAR BORROW (CV)	CU YD	\$22.00	1550	\$34,100			1550	\$34,100.00
2105.523	COMMON BORROW (CV)	CU YD	\$16.00	1000	\$16,000			1000	\$16,000.00
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	hour	\$135.00	50	\$6,750			50	\$6,750.00
2130.501	WATER	M GALLONS	\$28.00	20	\$560			20	\$560.00
2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	\$27.00	2232	\$60,264			2232	\$60,264.00
2232.501	MILL BITUMINOUS SURFACE (2.0")	SQ YD	\$2.00	4330	\$8,660			4330	\$8,660.00
2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (4,C)	TON	\$85.00	1200	\$102,000			1200	\$102,000.00
2501.515	15" RC PIPE APRON	EACH	\$600.00	1	\$600			1	\$600.00
2501.602	TRASH GUARD FOR 15" PIPE APRON	EACH	\$275.00	1	\$275			1	\$275.00
2502.521	4" TP PIPE DRAIN	LIN FT	\$40.00	4	\$160			4	\$160.00
2502.541	4" PERF PE PIPE DRAIN	LIN FT	\$12.00	460	\$5,520			460	\$5,520.00
2503.541	15" RC PIPE SEWER DESIGN 3006 CL V	LIN FT	\$32.00	150	\$4,800			150	\$4,800.00
2506.501	CONST DRAINAGE STRUCTURE DESIGN G	LIN FT	\$240.00	4	\$960			4.0	\$960.00
2506.501	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	\$280.00	5	\$1,400			5.0	\$1,400.00
2506.516	CASTING ASSEMBLY	EACH	\$600.00	2	\$1,200			2	\$1,200.00
2511.501	RANDOM RIPRAP CLASS III	CU YD	\$110.00	10	\$1,100			10	\$1,100.00
2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	\$2.50	20	\$50			20	\$50.00
2521.501	4" CONCRETE WALK	SQ FT	\$4.50	9600	\$43,200			9600	\$43,200.00
2521.501	6" CONCRETE WALK	SQ FT	\$6.50	800	\$5,200			800	\$5,200.00
2521.511	3" BITUMINOUS WALK	SQ FT	\$1.80	8710	\$15,678			8710	\$15,678.00
2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$15.00	900	\$13,500			900	\$13,500.00
2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$52.00	115	\$5,980			115	\$5,980.00
2531.618	TRUNCATED DOMES	SQ FT	\$44.00	64	\$2,816			64	\$2,816.00
2533.507	PORTABLE PRECAST CONC BARRIER DES 8337	LIN FT	\$16.00	1600	\$25,600			1600	\$25,600.00
2533.508	RELOCATE PORT PRECAST CONC BAR DES 8337	LIN FT	\$3.60	1600	\$5,760			1600	\$5,760.00
2540.602	INSTALL MAILBOX SUPPORT	EACH	\$75.00	11	\$825			11	\$825.00
2554.509	GUIDE POST TYPE B	EACH	\$43.00	1	\$43			1	\$43.00
2554.615	IMPACT ATTENUATOR NO 1	ASSEMBLY	\$7,500.00	2	\$15,000			2	\$15,000.00
2554.615	RELOCATE IMPACT ATTENUATOR NO 1	ASSEMBLY	\$2,500.00	2	\$5,000			2	\$5,000.00
2563.601	TRAFFIC CONTROL	LUMP SUM	\$20,000.00	1	\$20,000			1	\$20,000.00
2563.601	TEMPORARY PEDESTRIAN ACCESS CONTROL	LUMP SUM	\$3,000.00	1	\$3,000			1	\$3,000.00
2564.531	SIGN PANEL TYPE C	SQ FT	\$32.00	95	\$3,040			95	\$3,040.00
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM	SIG SYS	\$210,000.00	1	\$210,000			1.0	\$210,000.00
2565.601	EMERGENCY VEHICLE PREEMPTION SYS	LUMP SUM	\$10,000.00	1	\$10,000			1.0	\$10,000.00
2565.602	SIGNAL SERVICE CABINET	EACH	\$7,000.00	1	\$7,000			1.0	\$7,000.00
2565.602	PVC HANDHOLE	EACH	\$1,200.00	3	\$3,600			3.0	\$3,600.00
2565.603	1/c#14 Interconnect	LIN FT	\$1.00	2000	\$2,000			2000.0	\$2,000.00
2565.603	2" RIGID STEEL CONDUIT	LIN FT	\$10.00	1350	\$13,500			1350.0	\$13,500.00
2573.502	SILT FENCE, TYPE MS	LIN FT	\$1.80	2550	\$4,590			2550	\$4,590.00
2573.530	STORM DRAIN INLET PROTECTION	EACH	\$85.50	2	\$171			2	\$171.00
2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$2.70	200	\$540			200	\$540.00
2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$3,500.00	1	\$3,500			1	\$3,500.00
2574.508	FERTILIZER TYPE 3	POUND	\$0.95	490	\$466			490	\$465.50
2575.501	SEEDING	ACRE	\$110.00	1	\$110			1.4	\$154.00
2575.502	SEED MIXTURE 25-151	POUND	\$3.50	170	\$595			170	\$595.00
2575.505	SODDING TYPE LAWN	SQ YD	\$3.70	1550	\$5,735			1550	\$5,735.00
2575.523	EROSION CONTROL BLANKET CATEGORY 3	SQ YD	\$1.20	5200	\$6,240			5200	\$6,240.00
2575.571	RAPID STABILIZATION METHOD 3	M GALLONS	\$380.00	8	\$3,040			8	\$3,040.00
2580.601	INTERIM PAVEMENT MARKING	LUMP SUM	\$2,500.00	1	\$2,500			1	\$2,500.00
2582.501	PAVEMENT MESSAGE (LT ARROW) POLY PREF	EACH	\$360.00	4	\$1,440			4	\$1,440.00
2582.501	PAVEMENT MESSAGE (RT ARROW) POLY PREF	EACH	\$360.00	4	\$1,440			4	\$1,440.00
2582.502	4" SOLID LINE WHITE-EPOXY-GR IN	LIN FT	\$0.95	1200	\$1,140			1200	\$1,140.00
2582.502	24" SOLID LINE YELLOW-EPOXY-GR IN	LIN FT	\$7.50	400	\$3,000			400	\$3,000.00
2582.502	4" DBLE SOLID LINE YELLOW-EPOXY-GR IN	LIN FT	\$1.90	3200	\$6,080			3200	\$6,080.00
2582.503	CROSSWALK MARKING- POLY PREFORM	SQ FT	\$2.30	900	\$2,070			900	\$2,070.00
CONTINGENCY (20%)					\$ 167,690.60				\$ 167,690.60
ROADWAY SUBTOTAL (INCLUDES CONTINGENCY)					\$ 1,006,143.60				\$ 1,006,143.60
COUNTY SUPPLIED ITEMS (controller & cabinet, and EVP components)					\$ 35,000.00				\$ 35,000.00
PROJECT TOTAL					\$ 1,041,143.60				\$ 1,041,143.60

AGENCY	TOTAL
CITY OF COON RAPIDS	\$780,857.70
ANOKA COUNTY	\$260,285.90
	\$1,041,143.60



City Council Regular

16.

Meeting Date: 07/07/2015

Subject: Consider Bunker Hills Restaurant Marketing

From: Sharon Legg, Finance Director

INTRODUCTION

A budget for branding and marketing the restaurant at Bunker Hills should be established.

DISCUSSION

Morrissey Hospitality Companies (MHC) is at the point that they will begin the branding and marketing of the new concept for the restaurant at Bunker Hills. It is estimated that this will cost \$100,000. This will include establishing a website, email pushes, advertising, etc. (See attached.) As discussed earlier, it is anticipated the the new brand will roll out mid October 2015. Since this is a large expense of the restaurant operation, and not a typical operation expense, City Council is asked to authorize it. The contract with MHC outlines that expenditures over \$10,000 are authorized by the City.

RECOMMENDATION

Staff requests authorization of the marketing budget of \$100,000 by MHC.

Attachments

Marketing Budget

Restaurant & Bar at Bunker Hills Golf Club - Branding Project Budget

2/16/2015

Item	Scope	Budget
Branding	Tagline, Elevator Speech, Visual and Ad Campaign and Sales Tool Design	\$25,000
Website	Desktop and Mobile Website, Email, Online Sales, Survey, URL Registration	\$25,000
Internet Marketing	Search Engine Optimization (SEO) and Website Copywriting	\$3,000
Public Relations	Media Night / Tours, Media Talking Points, Media Fact Sheet and Brand Information, B-roll,	\$2,000
4-Walls / Signage / Way-Finding	Produce and install 4-walls signs and tools, building, way-finding, county signs and new parking lot signs (reserved signs for dining room guests).	\$8,000
Photography	Proprietary Experience, Food, Beverage, and Space + Stock	\$5,000
Production of Advertising	Cable Spot, Direct Mail	\$4,000
Pre-Opening Advertising	Cable, Pandora Radio, Direct Mail	\$5,000
Pre-Opening Promotions	TBD	\$2,000
Private Dining Sales Collateral	Production of Print and Electronic Materials, E-Tour	\$6,000
Contingency	VIP and Media Nights, Menu Development Food and Beverage Costs	\$15,000

Total =

\$100,000