



Council Work Session - 6:30 p.m.
CITY COUNCIL AGENDA
Wednesday, November 4, 2015
7:00 p.m.
Coon Rapids City Center
Council Chambers

Call to Order

Pledge of Allegiance

Roll Call

Adopt Agenda

Proclamations/Presentations

Approval of Minutes of Previous Meeting

1. Approve Minutes of October 20, 2015

Consent Agenda

2. Adopt Resolution 15-123 Accepting 2016 DWI Officer Grant
3. Adopt Resolution 15-119 Accepting Recycling Grant from Anoka County for the Coon Rapids Ice Center
4. Approve Driveway Easement Agreement, 14xx Coon Rapids Blvd.
5. Adopt City of Coon Rapids Special Assessment Policy Update
6. Accept Quarterly Financial Report

Public Hearing

Bid Openings and Contract Awards

Old Business

7. Consider Adoption of Ordinance 2149 Authorizing Sale of Residential Lot, 11400 Hanson Blvd.

New Business

8. Consider Introduction of Ordinance for CenturyLink Cable Television Franchise Agreement and Order Public Hearing
9. Consider Resolution 15-120 Approving MnDOT Agreement #1001638, Master Partnership Contract between the State of Minnesota and City of Coon Rapids
10. Consider Easement Agreements for Project 15-15, Intersection Improvement at Northdale Boulevard and Redwood Street
11. PC 88-37: Consider Resolution 15-122 Revoking Conditional Use Permit for John Becker, Semi-Trailer for Storage
12. Consider Resolution 15-15(8) Approving Plans and Specs and Ordering Advertisement for Bid for the Northdale/Redwood Intersection Improvement Project
13. Consider Introduction of Ordinances Revising Fees for 2016 and Set Public Hearing for Liquor License Fee Increases

Open Mic/Public Comment

Reports on Previous Open Mic

Other Business

Adjourn



City Council Regular

1.

Meeting Date: 11/04/2015

Subject: Approve Minutes of October 20, 2015

From: Joan Lenzmeier, City Clerk

INTRODUCTION

DISCUSSION

RECOMMENDATION

Attachments

October 20, 2015

UNAPPROVED

COON RAPIDS CITY COUNCIL MEETING MINUTES OF OCTOBER 20, 2015

CALL TO ORDER

The second regular meeting of the Coon Rapids City Council for the month of October was called to order by Mayor Jerry Koch at 7:00 p.m. on Tuesday, October 20, 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 DEMMER, SECONDED BY COUNCILMEMBER GEISLER, TO ADOPT THE AGENDA AS AMENDED, AMENDING ITEM 6 ON THE CONSENT AGENDA. THE MOTION PASSED UNANIMOUSLY.

PROCLAMATIONS/PRESENTATIONS

1. STEPPING STONES PRESENTATION

Julie Jepson, Development Director Stepping Stones Emergency Housing, introduced herself to the Council. She discussed the homeless population in the community and thanked the Council for supporting Hope 4 Youth. She explained Stepping Stones was unique as it was the only homeless shelter in Anoka County with 66 men and women aged 18 and older. She discussed the programs and services offered at the shelter that were assisting individuals in becoming self-sufficiency. She provided comment on the numerous partnerships that have been arranged with local organizations to assist with educational and health services. She encouraged the Council and public to get involved at Stepping Stones. She discussed the numerous ways in which the public could be involved with her organization.

Mayor Koch thanked Ms. Jepson for her presentation and stated he was so impressed by the work being done at Stepping Stones.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

2. OCTOBER 6, 2015, COUNCIL MEETING

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER WELLS, FOR APPROVAL OF THE MINUTES OF THE OCTOBER 6, 2015, COUNCIL MEETING. THE MOTION PASSED UNANIMOUSLY.

CONSENT AGENDA/INFORMATIONAL BUSINESS

3. ADOPT RESOLUTION 15-117 AND 15-118, LEVYING OF MISC. 2015(2) APPEALS
4. APPROVE WAIVER OF CHRISTMAS TREE SALES FEE FOR BOY SCOUT TROOP 212
5. APPROVE THERAPEUTIC MASSAGE ENTERPRISE LICENSE FOR MASSAGE BY CRAIG, 12685 RIVERDALE BOULEVARD
6. CONSIDER ADDITIONAL COST FOR CROOKED LAKE TREATMENT FOR INVASIVE SPECIES
7. APPROVE CITY MANAGER'S OFFICE STAFFING CHANGES

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

PUBLIC HEARING

None.

BID OPENINGS AND CONTRACT AWARDS

None.

OLD BUSINESS

None.

NEW BUSINESS

8. APPEAL BOARD OF ADJUSTMENT AND APPEALS DECISION; DENIAL OF FENCE SETBACK VARIANCE IN PC 15-53V; JOHN AND KATHY BRANDSTETTER; 10441 GOLDENROD STREET

The Staff report was shared with Council.

Councilmember Manning asked if the fence would be put back in the same location, or new location. Planner Harlicker explained the fence was at the property line and would like to put it in a new location.

Mayor Koch questioned if the Brandstetter's received compensation from the County for their property. Planner Harlicker believed this was the case.

John Brandstetter, 10441 Goldenrod Street, explained he was compensated by the County for the property he lost in the cul-de-sac (two feet), but was not compensated for the additional three feet for the setback.

Councilmember Johnson asked who removed the Brandstetter's fence. Kathy Brandstetter, 10441 Goldenrod Street, reported they have been working with Richard at the County. Mr. Brandstetter discussed the temporary fence that was put in their yard by the County.

Councilmember Johnson inquired if the Brandstetter's were concerned about snow piles damaging their fence. Mr. Brandstetter assumed that a small portion of the fence would require more maintenance than the remainder of the fence. He was willing to assume this risk.

Councilmember Klint explained that she lives in a neighborhood where fences are constantly being ruined by plow trucks. These homeowners then come after the City seeking reimbursement. She questioned how the City could be proactive to ensure this does not happen with the Brandstetter's. Public Works Director Himmer stated this was the main reason fences were required to be on private property and not within the City right-of-way.

City Attorney Brodie advised that in order to grant a variance, the Council has to make findings. He discussed the City's liability and commented that a condition could be made to the variance to ensure that the City assumes no liability for the fence if located within the right-of-way. He questioned where the old fence was located with respect to the new fence location.

Mr. Brandstetter discussed the location of the previous fence and indicated he was requesting to place the new fence on the property line.

Councilmember Johnson stated the Brandstetter's were simply requesting to maintain an existing fence that was only being changed, because of the joint County/City project. He reported that the Brandstetter's have

lost five feet of their yard and were only compensated for two feet. He indicated it was the Brandstetter's understanding after speaking with County personnel that the fence could be placed back on the property line after the County removed their fence. He did not see the request as a variance as the Brandstetter's were requesting to put their fence back where it was. He believed it was fair and just to allow the Brandstetter's to put their fence back, so long as the City does not have to assume any responsibility for the fence maintenance. He questioned if the matter should be tabled in order to allow City staff to speak with the Brandstetter's about a waiver or liability agreement.

Councilmember Manning agreed the fence should be grandfathered in.

Mayor Koch questioned if the item could be tabled or if the Council had to take action this evening. City Attorney Brodie advised that if the applicants agreed to a continuance, the matter could be tabled in order to allow staff to work with them on a liability agreement.

Councilmember Klint expressed concern with grandfathering the fence in, as it was a non-conforming use. City Attorney Brodie stated the unique circumstance with this request was that the fence could not be replaced at its previous location, or it would be located within the cul-de-sac. For that reason, the new property line was being suggested as the fence location, which was the fences previous location.

Councilmember Demmer commented that the fence would be equally conforming if placed back on the lot line. He suggested that the City's liability be written into the variance prior to being approved.

Councilmember Geisler believed this was a unique lot given how it was surrounded by three roads that had a non-conforming use. She indicated that a very minor portion of the fence was being requested to be placed on the property line.

Councilmember Johnson explained that another unique point that should be considered with this request was that none of the circumstances were created by the property owner. The shift in property lines were brought about by the joint City/County street improvement project. He did not believe there would be an impact on any other Coon Rapids residents if the fence variance were supported by the City Council.

Councilmember Wells wanted to see some sort of waiver or liability agreement in place prior to the Council approving a variance for the Brandstetter's.

City Attorney Brodie commented that based on the Council's discussion he believed that the variance could be approved this evening and indicated staff would work with the Brandstetter's to reach an agreement regarding the fence's liability.

Mayor Koch explained that in order to overturn a decision of the Board of Appeals, the Council would need five affirmative votes. He questioned if the City had any other fences that were two feet from the curb

line. Public Works Director Himmer did not believe this to be the case. Further discussion ensued regarding the unique circumstances behind this request.

Mayor Koch believed the request was reasonable.

Councilmember Manning was in favor of delaying action on this request until City staff could reach a liability agreement with the applicants.

Councilmember Geisler did not believe the matter had to be delayed two weeks, as the applicants were willing to assume all responsibility for the fence maintenance. She indicated the only variance issue that needed to be addressed by the Council was if the property could not be used in a reasonable manner. She questioned if it was reasonable for the County and City to take the Brandstetter's land, remove their fence and then not allow them to replace their fence on the property line. She did not believe it was reasonable for the City to take their land and not allow them to replace the fence.

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER WELLS, TO OVERTURN THE BOARD OF ADJUSTMENT AND APPEALS, AND APPROVE THE FENCE VARIANCE SETBACK FOR JOHN AND KATHY BRANDSTETTER AT 10441 GOLDENROD STREET, CONDITIONED UPON CITY STAFF REACHING A LIABILITY AGREEMENT WITH THE BRANDSTETTER'S WITH THE FINDINGS AS DISCUSSED BY THE CITY COUNCIL.

Mayor Koch asked if staff was satisfied with the motion. City Attorney Brodie was satisfied based on the discussion held by the City Council. However, he indicated there was some concern with the how the fence jogged at the corner.

Councilmember Johnson believed that the fence was located and connected in the same manner previously.

Mayor Koch asked if the staff supported the encroachment into the right of way at the corner. Public Works Director Himmer explained the property owners would need to have an encroachment agreement in place that would require the Brandstetter's to be responsible for the replacement of the fence should it be damaged by the City. He recommended that the encroachment agreement be recorded against the property and not with the homeowner's.

Councilmember Demmer supported an encroachment agreement being reached between the City and the Brandstetter's. He added that he believed it was reasonable to have the Brandstetter's only move their fence two feet as this was the amount of land they were compensated for. He offered a friendly amendment that staff be directed to enter into an encroachment agreement with the Brandstetter's for the portion of the fence that would be located on the City's right-of-way.

FRIENDLY AMENDMENT: THAT STAFF BE DIRECTED TO ENTER INTO AN ENCROACHMENT AGREEMENT WITH THE BRANDSTETTER'S FOR THE PORTION OF THE FENCE THAT WOULD BE LOCATED ON THE CITY'S RIGHT-OF-WAY.

THE MOTION PASSED UNANIMOUSLY.

9. ORDINANCE INTRODUCTION, SALE OF RESIDENTIAL LOT, 11400 HANSON BOULEVARD

The Staff report was shared with Council.

Mayor Koch opened and closed the public hearing at 7:59 p.m. since no one appeared to address the Council.

Councilmember Klint noted that she received one call regarding this matter. Community Development Director Brown explained he spoke with this same individual and discussed in detail the potential sale of the residential lot.

Mayor Koch considered the Ordinance to be introduced.

10. CONSIDER PURCHASE OF RESCUE TRUCKS

The Staff report was shared with Council.

Councilmember Manning asked if the City's existing rescue trucks would be sold. Fire Chief Piper stated this was his goal and anticipated that the City would make roughly \$40,000 on the trade-in of the existing rescue vehicles.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER JOHNSON, TO AUTHORIZE THE PURCHASE OF TWO REPLACEMENT ROSENBAUER RESCUE TRUCKS. 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.

REPORTS ON PREVIOUS OPEN MIC

11. OPEN MIC REPORT – DALE KOCH, 2020-127TH AVENUE NW

Mayor Koch discussed Mr. Koch's comments made during Open Mic at the October 6, 2015 Council meeting.

OTHER BUSINESS

Councilmember Klint believed there were too many temporary signs posted within the City's right-of-way along Coon Rapids Boulevard and around Riverdale. She encouraged staff to pick these up and store them at the Public Works facility.

Mayor Koch commented the next Council meeting will be held on Wednesday, November 4th due to the upcoming election.

Mayor Koch encouraged the public to attend the Rotary Club's Wine Tasting and Auction on Thursday, October 22nd at the Bunker Hills Event Center.

Councilmember Klint was pleased with the work that had been done on the fields at Sand Creek Park. She asked when the fields would be open for use. Public Works Director Himmer commented that the fields would not be programmed until the summer of 2017.

Councilmember Johnson encouraged the public to attend the Coon Rapids Lion's All You Can Eat Breakfast, which would be held on October 25, 2015 from 8:00 a.m. to 12:00 p.m. at the Coon Rapids VFW. Tickets for this event were \$8 for adults and \$6 for seniors.

ADJOURN

MOTION BY COUNCILMEMBER DEMMER, SECONDED BY COUNCILMEMBER GEISLER, TO ADJOURN THE MEETING AT 8:13 P.M. THE MOTION PASSED UNANIMOUSLY.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

2.

Meeting Date: 11/04/2015

Subject: Adopt Resolution 15-123 Accepting 2016 DWI Officer Grant

From: Brad Wise, Police Chief

INTRODUCTION

In February 2015, Coon Rapids was awarded a grant by the Minnesota Office of Traffic Safety (OTS) to fund a full-time officer to enforce DWI laws. The grant was authorized for up to four fiscal years but will be funded one year at a time. The OTS notified Coon Rapids that they have approved funding for the position through 2016 to a maximum of \$139,075 for salary and fringe benefits. Council is asked to adopt a resolution to accept the grant through 2016.

DISCUSSION

The Minnesota Office of Traffic Safety DWI officer will work peak nights and times when drinking and driving occurs. The eight counties with the most impaired-related deaths or serious injuries were chosen as being eligible for grant funds. The eight counties are Anoka, Dakota, Hennepin, Olmsted, Otter Tail, Ramsey, St. Louis and Stearns. The grant is funded by the National Highway Traffic Safety Administration (NHTSA).

The total length for the DWI Officer grant is expected to be for four years beginning in 2015. However, grants will be written for one federal fiscal year at a time. The 2016 federal fiscal year ends September 30, 2016. The Coon Rapids Police department has developed a work plan and budget approved by the OTS. The award covers a full-time sworn officer's salary, fringe benefits, court costs and a squad car with necessary equipment to enforce traffic laws. The squad car operating costs, uniforms and weapons are not covered by the grant.

The grant is federally funded by NHTSA with impaired driving funds. Federal guidelines require this money be spent on projects to reduce DWI incidents. Because of this, both the officer and the majority of equipment can only be funded for the enforcement of laws prohibiting driving while impaired. If the officer is called to or responds to an incident other than an alcohol-related driving offense, the time spent on non DWI related enforcement exceeding 15 successive minutes must be paid for by the agency. Progress reports will be required to be made to the MN Office of Traffic Safety.

Accepting the grant required the authorized strength of the police department to be raised from 64 to 65 sworn officers. Once the grant funds are discontinued, the authorized strength of the department will return to 64 officers through retirement or attrition.

RECOMMENDATION

Staff recommends approving Resolution 15-123 Authorizing the Continuation of a 2015 Agreement with the MN Office of Traffic Safety Accepting a Grant to Fund a Full-time Officer through September 30, 2016.

BUDGET IMPACT:

There are no unfunded personnel costs for the DWI officer.

Attachments

Resolution 15-123

RESOLUTION NO. 15-123

A RESOLUTION TO ACCEPT A GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY, OFFICE OF TRAFFIC SAFETY TO BE USED TOWARD FUNDING A FULL-TIME DWI OFFICER

WHEREAS, the Minnesota Department of Public Safety, Office of Traffic Safety awarded, in 2015, a four-year grant to fund a DWI officer; and

WHEREAS, the total grant amount will be up to \$139,075.00 per year; 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; and

WHEREAS, the City Council finds that it is in the best interest of its citizens to enter into a grant agreement with the Minnesota Department of Public Safety, for traffic safety enforcement projects for four Federal fiscal years beginning in 2016 and accept the City's portion of the offered grant money; and

WHEREAS, the Coon Rapids Police Department will be the fiscal agent and administrator of the grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coon Rapids, Minnesota, that the grant of up to \$139,075.00 is hereby accepted on behalf of the Police Department.

BE IT FURTHER RESOLVED the Coon Rapids Police Department enter into a grant agreement with the Minnesota Department of Public Safety, for traffic safety enforcement projects during the period from October 1, 2015 through September 30, 2016.

BE IT FURTHER RESOLVED that the Coon Rapids Police Department Chief of Police or designee is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the Coon Rapids Police Department and to be the fiscal agent and administer the grant.

BE IT FURTHER RESOLVED that the City of Coon Rapids hereby extends its gratitude to the Minnesota Department of Public Safety, Office of Traffic Safety for the full-time DWI officer grant.

Adopted by the Coon Rapids City Council this 4th day of November, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

3.

Meeting Date: 11/04/2015

Subject: Adopt Resolution 15-119 Accepting Recycling Grant from Anoka County for the Coon Rapids Ice Center

Submitted For: Colleen Sinclair, Recycling Coordinator

From: Colleen Sinclair, Recycling Coordinator

INTRODUCTION

Staff is requesting that the City Council accept funding from Anoka County to purchase new recycling, organic, and trash collection centers at the Coon Rapids Ice Center.

DISCUSSION

The Non-Residential Recycling/Organic Grant that was submitted by staff to Anoka County has been accepted and approved. Several new recycling, organic, and waste containers will be added throughout the Coon Rapids Ice Center. This addition will add organic food and paper recycling, as well as reduce waste and improve recycling. Organics collection is new to this location and will be the second City property to welcome food waste and non-recyclable paper to its waste reduction process (Bunker Hills Golf is the other). This change supports the sustainability methods promoted by the City.

RECOMMENDATION

Approve resolution 15-119 Accepting the 2015 Anoka County Non-Residential recycling and Organic Grant.

BUDGET IMPACT:

There is no cost to the City through this grant program for the Ice Center. The value of product awarded to the Coon Rapids Ice Center is \$9,904.19.

Attachments

15-119

RESOLUTION NO. 15-119

**RESOLUTION ACCEPTING ANOKA COUNTY NON-RESIDENTIAL
RECYCLING/ORGANICS GRANT**

WHEREAS, the City can apply and receive additional 2015 grant funds for containers to be purchased by Anoka County; and

WHEREAS, the 2015 budget will not be effected by receiving the recycling/organic/waste containers for the Ice Center; and

WHEREAS, the Ice Center is in need of new containers to maintain the high level of waste reduction practices in place; and

WHEREAS, the total amount applied for to complete the project is \$9,904.19; and

WHEREAS, County grant funds will be used to make this purchase.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota, that staff will apply to receive new containers valued at \$9,904.19 from Anoka County through the Non-Residential Recycling/Organics Grant Program.

Adopted this 4th day of November, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

4.

Meeting Date: 11/04/2015

Subject: Approve Driveway Easement Agreement, 14xx Coon Rapids Blvd.

From: Matt Brown, Economic
Development Coordinator

INTRODUCTION

The Council is asked to consider a Driveway Easement Agreement related to the extension of a right turn lane on Coon Rapids Boulevard at Egret Boulevard.

DISCUSSION

Earlier this year, the Council approved a site plan and plat for a new Superamerica convenience store on the northeast corner of Coon Rapids Boulevard and Egret Boulevard. The building is now under construction. As part of the approval process, Anoka County required that the right turn lane on westbound Coon Rapids Boulevard at Egret Boulevard be extended farther east. Easement agreements were negotiated for both the property at 1449 Coon Rapids Boulevard (Don's Small Engine Repair) and the City's properties immediately to the east (former "Bonanza" site). This process revealed that the property at 1449 Coon Rapids Boulevard does not currently have legal access to Coon Rapids Boulevard, since the driveway used by this property crosses the City's property. Staff has since negotiated a Driveway Easement Agreement to formalize this arrangement. The approximate location of the easement area is shown on the attached map and is not expected to impede future development at this location.

RECOMMENDATION

Approve the Driveway Easement Agreement with Sunrise Properties, LLC.

Attachments

Location Map

Driveway Easement Agreement



DRIVEWAY EASEMENT AGREEMENT

This Agreement is made this _____ day of _____, 2015, by and between the City of Coon Rapids, a Minnesota municipal corporation (Coon Rapids) and Sunrise Properties USA, LLC, a Minnesota Limited Liability Company (Sunrise).

A. Coon Rapids is the owner of the following described land, situated in Anoka County, Minnesota legally described as follows:

Parcel A

All of Lot 13, Revised Auditor's Subdivision No. 76, except those parts described as follows: Commencing at a point on the most Southwesterly line of said Lot 13 which is the Northerly line of Trunk Highway #10, which point is 110 feet Southeasterly along said line from the most Southwesterly corner of said Lot 13; proceeding thence Northeasterly and parallel to the most Westerly line of said Lot 13 to a point that is 75 feet Southwesterly from the most Northerly line of said Lot 13, as measured on the extension of this course; and proceeding thence Southeasterly and parallel to the most Northerly line of Lot 13 to the South line of Section 23, Township 31, Range 24 and proceeding thence Westerly along said South line to the Northerly line of Trunk Highway #10 and proceeding thence Northwesterly along said Northerly line to the point of commencement; and also except that part commencing at a point of beginning on the most Southwesterly line of said Lot 13 which is the Northerly line of Trunk Highway No. 10, which point is 100 feet Southeasterly along said line from the most Southwesterly corner of said Lot 13; proceeding thence Northeasterly and parallel to the most Westerly line of said Lot 13 to the Northerly line of said Lot 13; thence Northwesterly along said Northerly line to the Northwesterly corner of said Lot 13; thence Southwesterly along the Westerly line to the Southwesterly corner of said Lot 13; thence Southeasterly along the Southwesterly line of said Lot 13, which is the Northerly line of Trunk Highway No. 10, to the point of beginning all according to the map or plat thereof on file and of record in the office of the Register of Deeds in and for said County.

Parcel B

All that part of Lot 13, Revised Auditor's Subdivision No. 76 that is described as follows: Commencing at a point on the most Southwesterly line of said Lot 13, which is the Northerly line of Trunk Highway No. 10, which point is 110 feet Southeasterly along said line from the most Southwesterly corner of said Lot 13; proceeding thence Northeasterly and parallel to the most Westerly line of said Lot 13 to a point that is 75 feet Southwesterly from the most northerly line of said Lot 13, as measured on the extension of this course; and proceeding thence Southeasterly and parallel to the most Northerly line of Lot 13 to the South line of Section 23, Township 31, Range 24 and proceeding thence Westerly along said

South line to the Northerly line of Trunk Highway No. 10 and proceeding thence Northwesterly along said Northerly line to the point of commencement, except that part thereof lying Southeasterly of the following described line: Commencing at the point of intersection of the South line of Section 23, Township 31, Range 24 and the Northeasterly line of Trunk Highway No. 10; thence Northwesterly along said Northeasterly line of Trunk Highway No. 10 a distance of 25 feet to the point of beginning of said line; thence Northeasterly and parallel to the Westerly line of the above tract to the most Northerly line thereof and there terminating.

B. Sunrise is the owner of the following described land, situated in Anoka County, Minnesota legally described as follows:

Parcel C

That part of Lot 13, Revised Auditor's Subdivision No. 76, according to the plat thereof on file and of record in the office of the County Recorder in and for Anoka County, Minnesota, described as follows:

Commencing at a point on the most Southwesterly line of said Lot 13 which is the Northerly line of Trunk Highway No. 10, which point is 100 feet Southeasterly along said line from the most Southwesterly corner of said Lot 13; proceeding thence Northeasterly and parallel to the most Westerly line of said Lot 13 to the Northerly line of said Lot 13; thence Northwesterly along said Northerly line to the Northwesterly corner of said Lot 13; thence Southwesterly along the Westerly line to the Southwesterly corner of said Lot 13; thence Southeasterly along the Southwesterly line of said Lot 13, which is the Northerly line of Trunk Highway No. 10, to the point of beginning.

C. Parcel A adjoins with the west line of Parcel B and the east line of Parcel C.

D. The owner of the parcels desire to establish and dedicate for the benefit of Parcel A, Parcel B and Parcel C and for each owner thereof, their heirs, successors and assigns, a reciprocal non-exclusive easement for shared driveway purposes for vehicular and pedestrian ingress and egress to and from the parcels over the strip of land 32 feet in width lying 11 feet west and 11 feet east of the property line of the common property line.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Coon Rapids grants to Sunrise, its successors and assigns, a non-exclusive driveway easement for the benefit of Parcel C for vehicular and pedestrian traffic for ingress and egress to and from said Parcel C in, over and upon that part of Parcel A and Parcel B described as follows:

A cross access easement over and across that part of Lot 13, Revised Auditor's Subdivision No. 76, according to the plat thereof on file and of record in the office of the County Recorder in and for Anoka County, Minnesota. Said easement is described as follows:

Commencing at the intersection of the northwesterly line of said Lot 13 and the northeasterly right of way line of County State Aid Highway No. 1, formerly known as State Trunk Highway No. 10 as established per Final Certificate recorded in Book 292, Page 337; thence southeasterly along said northeasterly right of way line a distance of 89.00 feet to the point of beginning of the easement to be described; thence continuing southeasterly along said northeasterly right of way line a distance of 32.00 feet; thence northeasterly 90 degrees 00 minutes 00 seconds angle to the right a distance of 53.00 feet; thence northwesterly 90 degrees 00 minutes 00 seconds angle to the right a distance of 32.00 feet; thence southwesterly 90 degrees 00 minutes 00 seconds angle to the right a distance of 53.00 feet to the point of beginning.

2. Sunrise grant to Coon Rapids, its successors and assigns, a perpetual non-exclusive driveway easement for the benefit of Parcel A and Parcel B for vehicular and pedestrian traffic for ingress and egress to and from said Parcel A and Parcel B in, over and upon that part of Parcel C described as follows:

A cross access easement over and across that part of Lot 13, Revised Auditor's Subdivision No. 76, according to the plat thereof on file and of record in the office of the County Recorder in and for Anoka County, Minnesota. Said easement is described as follows:

Commencing at the intersection of the northwesterly line of said Lot 13 and the northeasterly right of way line of County State Aid Highway No. 1, formerly known as State Trunk Highway No. 10 as established per Final Certificate recorded in Book 292, Page 337; thence southeasterly along said northeasterly right of way line a distance of 89.00 feet to the point of beginning of the easement to be described; thence continuing southeasterly along said northeasterly right of way line a distance of 32.00 feet; thence northeasterly 90 degrees 00 minutes 00 seconds angle to the right a distance of 53.00 feet; thence northwesterly 90 degrees 00 minutes 00 seconds angle to the right a distance of 32.00 feet; thence southwesterly 90 degrees 00 minutes 00 seconds angle to the right a distance of 53.00 feet to the point of beginning.

3. The parties agree that the above-described 32 foot driveway easement, shall be for the common use and benefit of all the owners and tenants and users of said Parcel A, Parcel B and Parcel C, and that said ingress and egress easement shall, at all times, be kept open and no automobile or other vehicles shall be parked thereon and that there shall be no more than one driveway constructed between the westerly and easterly lines of said driveway easement area.

4. The owners of Parcel C shall be responsible for the expenses of maintaining, repairing and replacing the driveway within said easement area, including the expense of snow removal.

5. Parcel A, Parcel B and Parcel C shall be held, transferred, sold, conveyed and occupied subject to and together with the rights, privileges and duties provided herein, unless upon sale of the Coon Rapids property, Coon Rapids determines, at its sole discretion, to terminate this easement.

IN WITNESS WHEREOF, the owners have signed this Agreement as of the day and year first written above.

CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

SUNRISE PROPERTIES USA, LLC

By: _____

Its: _____

[Signatures continue on following page]

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, before me a Notary Public within and for said County, personally appeared Jerry Koch and Matt Stemwedel, the Mayor and City Manager for the City of Coon Rapids, a municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, before me a Notary Public within and for said County, personally appeared _____, the _____ of Sunrise Properties USA, a Minnesota limited liability company, on behalf of said limited liability company.

Notary Public

This instrument was drafted by:

David J. Brodie
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, Minnesota 55433
763- 767-6495



City Council Regular

5.

Meeting Date: 11/04/2015

Subject: Adopt City of Coon Rapids Special Assessment Policy Update

Submitted For: Tim Himmer, Public Works Director

From: Mark Hansen, Assistant City Engineer

INTRODUCTION

At the September 22, 2015 Council work session, staff presented an update to the special assessment policy that was originally adopted by the City Council in July of 2006. Staff presented Council with a list of the updates that were recommended, answered questions, and gathered feedback. Staff has made minor adjustments to the policy based on Council feedback, and now presents a final version for adoption.

DISCUSSION

A list of the major updates to the 2006 adopted policy was contained in the September 22, 2015 Council work session memo. That memorandum is attached for the Council's review. At the work session, it was understood by staff that Council was supportive of each of the recommended updates.

Council did seek clarification on the source of the 6% interest rate for senior citizen, disabled persons, and active military personnel deferments. Staff researched this item, and noted that the 6% interest rate was set by Council in the attached 1975 resolution 75-64. Staff did clarify the City will need to adopt resolutions that establish standards and guidelines for the granting of disabled persons and active military personnel deferments (the City already has this in place for senior citizen deferments). Resolutions for these latter two deferments will be brought to the Council at an upcoming regular session meeting.

Council also requested staff to review the policy to verify if properties that are not physically located directly adjacent to a street reconstruction project, but still benefit can be assessed. Staff therefore revised the introductory paragraph of the policy to include the following sentence: "All properties benefiting from improvements are subject to special assessment."

RECOMMENDATION

Staff recommends Council adopt the attached updated Special Assessment Policy.

Attachments

September 22, 2015 Work Session Memo

1975 Deferral Resolution 75-64

Special Assessment Policy Presented for Council Adoption



City Council Work Session

1.

Meeting Date: 09/22/2015

Subject: Special Assessment Policy Update

Submitted For: Mark Hansen, Assistant City Engineer

From: Mark Hansen, Assistant City Engineer

INTRODUCTION

In July 2006, staff formalized a written special assessment policy that was later approved by Council. Staff updated the policy to clarify past practices and add items previously missing from the policy. Staff would like to review these proposed updates with Council.

DISCUSSION

Highlights of the special assessment policy updates are as follows:

- The Assessment - Deferral section was updated to include an Active Military Deferral.
- Under Storm Drain - New Construction, the last sentence within the paragraph regarding Assessment of Low Areas, Swamps, and Peat Areas for Storm Sewer Trunk and Laterals was modified to state "Low land or wetland area determination will be made by the City Assessor based on recommendations from the Local Government Unit (LGU)." The current LGU for wetland determination in the City of Coon Rapids is the Coon Creek Watershed District.
- The street reconstruction section was updated to include an industrial assessment rate. Staff recommends this new assessment rate be 30% higher than the commercial assessment rate. This is based on the computed additional cost of the street pavement section needed to accommodate additional truck traffic typically found in industrial areas. Staff requested feedback from neighboring cities as to whether or not their assessment policy includes an industrial assessment rate higher than their commercial assessment rate. Staff found that most other cities treat commercial and industrial areas the same and do not have separate rates, but overall most neighboring cities tend to assess a higher percentage of the project costs than Coon Rapids currently does.
- Street reconstruction assessments were clarified for schools, churches, and hospitals.
- An explanation of how mill & overlay projects are assessed was added.
- A description of how townhome and condominium subdivisions that contain both public and private streets are assessed for street reconstruction was added.
- Explanations for how conservation land, agricultural land, and "flag" lot parcels that contain multiple townhome or condominium properties are assessed on street reconstruction projects was added.

RECOMMENDATION

Staff recommends Council review the proposed updates and provide any comments regarding the changes as well as the policy itself. Staff will then make any necessary revisions based on Council direction and present the policy to the Council for formal adoption at a future Council meeting.

Attachments

Special Assessment Policy

RESOLUTION NO. 75-64

RESOLUTION RELATING TO DEFERMENT
OF SPECIAL ASSESSMENTS
FOR PERSONS 65 YEARS OF AGE OR OLDER
AND ESTABLISHING AN INTEREST RATE

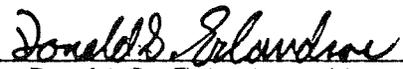
WHEREAS, Minnesota Statutes §444.22 through .24 authorize the City of Coon Rapids, upon proper application, to defer the payment of special assessments against any homestead property owned by a person 65 years of age or older for whom it would be a hardship to make the payments, and

WHEREAS, Section 444.23 authorizes the municipality to establish an interest rate to be added to the deferred assessment which shall be payable in addition to the deferred assessment, and

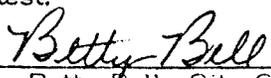
WHEREAS, the City Council has determined that the deferral of assessments should be granted to any person otherwise qualified who shall file with the County an application claiming that the payment of the annual installments of the assessment would be a hardship to him.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Coon Rapids that assessments against any homestead property owned by a person 65 years of age or older for whom it would be a hardship to make the payments be deferred upon the submission of an appropriate application signed by the qualified person.

BE IT FURTHER RESOLVED that interest at the rate of 6 % per annum shall be added to the deferred assessment and shall be payable in accordance with the terms and provisions of Minnesota Statutes §444.24.
Adopted the 13th day of May, 1975.


Donald G. Erlandson, Mayor

Attest:


Betty Bell, City Clerk

city of 
coon rapids

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City Manager, Mayor, and
to: City Council date: April 25, 1975
from: Finance Director
subject: Deferment of Special Assessments for
Senior Citizens

Resolution No. 75-22, January 1975, directed staff to look into the development of guidelines for the determination of hardship, insofar as Senior Citizen Special Assessment Deferral is concerned. Chapter 206 of the Session Laws of 1974 sets forth the procedure for application and filing the deferrment, but leaves the subject of hardship determination up to the municipality. Before making any recommendation to Council on this subject, it was felt that the magnitude of the problem had to be determined--how many people and dollars are involved.

In order to make projections as to what the potential effect would be upon the cash flow of the special assessment fund, assistance was sought from the County of Anoka. In January of 1975, senior citizens were asked to identify themselves in conjunction with filing for the homestead classification. Gordon Harvey, of the County Data Processing Section, furnished to us a listing by plat and parcel of some 137 parcels of property, owned by 131 families, of which one or more of the principal owners are over 65 years of age.

87 parcels out of the total 137 senior citizen-owned homesteaded parcels have one or more special assessments being collected along with their annual real estate taxes. A more detailed study of those 87 parcels revealed the following:

<u>Princ. Bal. after 1975 installment</u>	<u>1976 Principal</u>	<u>1976 Interest</u>	<u>1976 Total assessment</u>	<u>Principal remaining after 1976 installment</u>
\$202,153	\$13,039	\$13,952	\$26,991	\$189,113

At this point, we can now see that if all senior citizens chose to have their assessments deferred in 1976, the cash flow loss would be \$26,991. This represents 1.3% of the 1974 collections of \$2,070,580. (See page 31 of the 1974 Financial Reports.)

Criteria for Deferment

- I. In an attempt to seek out information and suggestions regarding guidelines for deferrment, the following groups were either visited at a regular meeting, or one or more of their officers or appointed officials were contacted as the case might be:

- 20
- A. Coon Rapids Federated Women's Club
 - B. Anoka County Council on Aging
 - C. Governor's Citizen's Council on Aging
 - D. Anoka County Volunteer Services
 - E. City of Minneapolis Mayor's Senior Citizens Committee
 - F. League of Minnesota Municipalities Reference Bureau
 - G. State of Minnesota Department of Revenue

II. Varying disposable income levels were found to determine hardship and thereby public welfare. Federal income levels are different from the State, etc. No one could give any reasonable suggestion as to what asset level should be used to declare a hardship. The members of the Anoka County Council on Aging suggested that uniform criteria for hardship would be near impossible to define. A person with a \$10,000 income may have fixed expenses for maintenance, etc., on his property and have a hardship. Yet others might not find the \$10,000 income a hardship, but rather a luxury.

III. The staff then proceeded to estimate what it would cost to investigate each application for deferment if hardship levels could be measured by either income level, asset value, or a combination of both. Our best estimate is somewhere between \$15 and \$25 per request. In addition, the senior citizen would likely be forced to bring in some type of balance sheet, his income tax papers, or other supporting evidence. I fear that setting hardship criteria would be costly to administer and probably deter those who perhaps need the deferment most from applying, thereby defeating the purpose of the 1974 enabling legislation.

Conclusion

The state law provides for the accumulation of interest on deferred assessments. In addition, the option to defer the payment of special assessments shall terminate and all amounts accumulated, plus applicable interest, shall become due upon the occurrence of any of the following events:

- A. The death of the owner, provided that the spouse is otherwise not eligible for the benefits hereunder; or
- B. The sale, transfer, or subdivision of the property or any part thereof; or
- C. If the property should for any reason lose its homestead status; or
- D. The City were to determine that there would be no hardship to require immediate or partial payment.

Restated then in a little different manner, in the short run, there will be a relatively small decrease in the special assessment cash flow; however, with the interest accumulating at the rate of 6%, one of the preceding conditions is bound to happen, and amounts owing will be due and payable as a first lien on the property.

Recommendation

The recommendation is made that all senior citizens be allowed to determine whether or not he or she has a hardship and that the Council approve all requests that are received from the County on the basis of the statement by the senior citizen.

The interest rate on deferred assessments should be set at 6%. In addition, a letter should be sent to all senior citizens explaining the deferment interest rates, and the reasons that deferment would terminate.

Respectfully,



Lyle Haney
Finance Director

CITY OF COON RAPIDS SPECIAL ASSESSMENT POLICY

It is the intent of this policy that property owners pay an assessment for their fair share of the cost of local improvements. All properties benefitting from improvements are subject to special assessment. However, assessments will not exceed the benefit to the subject property. Legal provisions delineating the City's responsibilities to assess costs of public improvements are found in Minnesota Statutes §429 and City Charter Section 1-800. For the sake of consistency, the following definitions and formulas will be adhered to.

DEFINITIONS

Area of Benefit

An area deemed to receive benefit from a public project. Includes property where the improvement increases market value.

Assessment

That portion of a project cost which is levied against any individual parcel. The total of assessments cannot exceed the project cost and must be apportioned equally amongst properties having the same general land use (residential, institutional,¹ multiple family, commercial, or industrial). The total assessment against any particular parcel shall not exceed the benefit to that parcel. The project cost may include part or all of previously installed un-assessed costs of the improvement.

Assessment – Active

An assessment approved by the Council and certified to the County Auditor for collection for which there are future installments remaining to be collected.

Assessment – Base

The amount which would have been assessed to the property had the property been originally included in the assessment roll and not postponed. Rates are equal to the rate charged on the official assessment roll for that particular project.

Assessment – Deferral

- a. Senior Citizen Deferral: An assessment against any homestead property owned by a person 65 years of age or older for whom it would be a hardship to make the payments can be deferred upon the submission of an appropriate application signed by the qualified person. An interest rate of 6% per annum shall be added to the deferred assessment installments. Minn. Stat 435.193
- b. Disabled Persons Hardship Deferral: An assessment against any homestead property owned by a person retired by virtue of a permanent and total disability for whom it would be a hardship to make payment can be deferred upon submission of an appropriate application signed by the qualified person. An interest rate of 6% per annum shall be added to the deferred assessment installments. Minn. Stat 435.193
- c. Active Military Deferral: An assessment against any homestead property owned by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military duty as defined in Minnesota Statute 190.05 subdivision 5b or 5c as stated in the person's military orders, for whom it would be a hardship to make the payments can be deferred upon the submission of an appropriate application signed by the qualified person. An interest rate of

6% per annum shall be added to the deferred assessment installments. Minn. Stat 435.193 Sub. (a)(2)

Deferrals shall terminate and all amounts accumulated plus applicable interest becomes due upon the occurrence of any of the following events:

1. The death of the owner.
2. The sale, transfer or subdivision of the property.
3. If the property lost homestead status for any reason.
4. If for any reason the City shall determine that there would be no hardship requiring immediate or partial payment. (10-8-85(25), Resolution 86-161)

Assessment – Postponed

An assessment for a parcel for which funds have been expended and were included when determining assessment rates but which have been deferred until some later time when benefit to the parcel is received. Postponed assessments may include projects previously installed for which no official assessments have been made. Postponed assessments are just as the word implies, "postponed and not payable," until such time as some action is taken to activate the assessment.

Base Flood

The flood having a one percent chance of being equaled or exceeded in any given year. This regulatory standard is also referred to as the 100-year flood. Base Flood Elevations (BFEs) are shown on Flood Insurance Rate Maps (FIRMs) and the Flood Insurance Study (FIS) provided by the Federal Emergency Management Agency (FEMA).

Benefit

Increase in value of a parcel resulting from the improvements installed.

Conservancy District

Areas found to be unsuitable for residential, commercial or industrial development due to flooding or bad drainage, slopes, adverse soil conditions, rock formations, a unique natural feature or by reason of being designated as a common open space area. These areas contain valuable environmental qualities which conserve the City's natural resources, preserve amenities of its environment, prevent overcrowding of land, avoid undue concentration of population or alleviate severe flooding problems, and have been determined to be retained in substantially an undeveloped state.²

Construction Cost

Amount paid to contractors for furnishing and installing materials of construction.

Construction Cost Index

The number computed by Engineering News-Record derived from prices of construction material, labor and equipment for the Minneapolis area, base year of 1913 equals 100.

Construction Interest

Cost of financing during the time prior to levying assessment computed by using the prime rate in effect at the time the assessment roll is prepared.¹⁷

Consumer Price Index

The number computed by the U.S. Department of Labor derived from prices of goods and services for the Minneapolis area for all urban consumers, C.P.I. U base years of 1982-1984 equals 100.

Contract Cost

Amount paid to supply materials, services, and rights-of-way for the project and normally includes construction, engineering, legal, right-of-way, and condemnation costs.

Drainage and Utility Easement

Easements for sewer, water, power, telephone, storm drainage, and utilities, upon which the party taking the easement has the right to build and maintain the improvements built therein or thereon.

Effective Lot Width

Effective lot width is determined by dividing the square footage of the lot by the average lot depth.

Expenses to be Assessed

Costs incurred by the City in addition to contract costs include bonding costs, construction interest, advertising, financing charges, administration and assessing. If the expenses are attributable to more than one assessment roll, the expenses are apportioned on the same ratio as individual project cost bears to the total project costs. Administrative fees will not be applied to right-of-way acquisition costs or City staff's time. Right-of-way acquisition costs, including related legal fees, will not be included in computation of assessment rates for municipal state-aid streets.

Floodplain

Any land susceptible to being inundated by floodwaters from any source. For development purposes, floodplain areas are divided into Flood Way and Flood Fringe.

Floodway

The channel of a river or other watercourse and the adjacent land areas that are prohibited from development in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Areas lying within the floodway are considered in the computation of assessment rates, and shall be assessed as part of the project, to the extent the land area within the floodway is necessary to provide minimum lot area.

Flood Fringe

The flood fringe is the remainder of the floodplain lying outside of the floodway. Development is normally allowed in the flood fringe provided structures meet specified elevation requirements. Areas lying within the flood fringe are considered in the computation of assessment rates, and shall be assessed as part of the project.

Gross Area

The total area of a lot or parcel of property plus one-half of the abutting street or easement right-of-way except state turn-back and state highways.

Lateral Sewer

A small diameter (8 inch to 12 inch) sewer which has a primary function of conveying sewage from individual lots to trunk and sub-trunk sewers. Location and depth are determined primarily by building and street elevations.

Mill and Overlay

The process of grinding (milling) and removing the top 1.5 inches to 2 inches of bituminous pavement of a street and replacing (overlying) it with bituminous pavement.

Open Space

Land which is not occupied by buildings, streets, parking or which is not part of the land required for building setbacks. Usable open space shall be suitable for recreational or scenic use.

Parkway Easement

An easement restricting development along or adjacent to a street, creek bed or an area where the natural surroundings are to be preserved so that the general public may use it for permitted public purposes.

Project Cost

Total of the construction cost and expenses including postponed assessments (if applicable) for improvements previously installed for the benefit of the project.

Proportionment of Assessments

Assessments are proportioned when a project includes a number of subdivisions, each of which has its own typical lot size. The total assessable cost is allocated to each subdivision based upon the proportion of the assessable footage in the particular subdivision to the total assessable project cost.

Scenic Easement

An easement restricting development in an area where the natural features are to be preserved so the general public may view the area for visual or aesthetic purposes.

Storm Drain Costs

Total of the contract cost of storm sewers, catch basins, inlets or catch basin leads, pump stations, outlet structures, ditching, erosion protection and other related appurtenances plus proportional expenses. Storm drain costs may be included as part of street costs when storm drainage is incidental to and associated with street construction.

Street Costs

Total of the contract cost of streets, including grading, pavement, curb and gutter, topsoil and/or seeding of terrace areas, median construction, cross gutters, etc. and proportional expenses. Storm drain costs may be included as a part of street costs when storm drainage is incidental to and associated with street construction.

Sub-trunk Sewers

A medium-size (12 inch to 18 inch) sewer which performs both functions of lateral and trunk sewers. Locations and depths are determined primarily by connected laterals and secondarily by building and street elevations.

Trunk Sewer

A large diameter (18 inches and up) sewer serving a large area which has a primary function of conveying sewage from lateral and sub-trunk sewers to metropolitan interceptor sewers. Houses are normally not connected to trunk sewers. Locations and depths are determined primarily by major topographical features such as creeks.

Trunk Sewer Cost

Total of the contract cost of trunk sewers, lift stations, force-mains, risers and proportional expenses less amounts assessable for lateral benefit.

ASSESSMENTS FOR NEW CONSTRUCTION

GENERAL

Assessment of Open Space Lands

The City will compute area assessments on open space lands included in planned unit developments and townhouses and allocate the computed assessment to the parcels holding an interest in the open space.

Assessment Period

Assessments petitioned for improvements will be assessed as follows:

1. Single family, two family, or townhouse property will be assessed over a 5-year period.
2. All other types of development assessments, including church property will be for a period of 10 years.

Assessment Roll – Postponed

Postponed assessments will be kept current and updated to reflect activations, payments and cancellations. At the time of activation, the assessments will be updated to reflect changes in the cost of construction based upon the Construction Cost Index for the Minneapolis area. In no case will the updated assessment exceed the current benefit to the property.

In the event a project includes parcels for which benefit to the parcel will occur at a later date, the computation of assessment rates will include the areas for which assessments are proposed to be postponed. On all assessments proposed to be postponed, the property owner will be given the option of paying the assessment in full or having it spread as an active assessment in lieu of postponement.

Assessment – Amortization

The City will compute the amortization of special assessments to provide for equal annual amounts including principal and interest. On individual projects, Council may assess on the basis of equal annual payments of principal.

Assessments – Postponed, Activation of

Postponed assessments will be activated when the lot is split, or subdivisions, registered land surveys or developments containing properties with postponed assessments occur.

Activated postponed assessments will not be carried beyond the remaining life of the official assessment roll for that particular project. If a postponed assessment is activated and extended for the remaining life of the original roll, the interest rate will be the same as that charged in the original roll.¹⁵ If an existing postponed assessment, other than for storm drain, on a given parcel, has been levied to land that is considered Type 3, 4, or 5 Wetland by the Department of Natural Resources or wetland as defined by the U.S. Army Corps of Engineers, the assessment will be removed from the postponed assessment roll when any of the activation criteria stated above are met subject to

reinstatement at any future date by a connection charge equal to the original cost updated to the date of use by the construction cost index to that portion of the wetland that may be used as a part of the required minimum lot area in any subdivision or to the extent that any of the wetland area is used to meet the open space requirements of any planned unit development.

Availability

Lateral sanitary sewer or lateral watermain will be deemed to be available for use by a parcel of property if it abuts the parcel of property and is at a depth adequate for feasible connection; and, in the case of single-family residences, is within 150 feet of that residence; and, in the case of other classifications of property, is within 600 feet.

City Owned Property

Property owned by the City will be assessed based on the use of the property at the time of the assessment. Park land is classified as commercial property.

Floodplain, Floodway, and Flood Fringe

Floodplain areas defined by FEMA are made up of Floodway and Flood Fringe. Development is allowed to occur in the flood fringe. Areas lying within the floodway are to be considered in the computation of assessment rates, and will be assessed as part of the project, to the extent the land area within the floodway is necessary to provide the minimum required lot area. Areas lying within the flood fringe are considered in the computation of assessment rates, and will be assessed as part of the project.

Easements

Owners of land upon which the City or other agency has drainage and utility, parkway or scenic easements will be assessed as follows:

1. Trunk assessments – on the same basis as all other areas within the proposed assessment area.
2. Lateral assessments – in the same manner and on the same basis as other areas within the proposed assessment area, up to the extent that the land so assessed can be used for setback purposes. If the easement width extends beyond the required setback, no lateral assessment will be made for that area beyond the required setback.

Interest Rate¹⁸

The rate of interest on assessments will be one percent above the Piper Jaffray interest rate for Minnesota tax exempt AA general obligation municipal bonds for the corresponding term of the assessment in effect 45 days prior to the assessment hearing.

Preparation of Assessment Roll¹⁴

Special assessment roll preparation and administration expenses will be charged a rate of 2.4% of the total assessment applicable to a particular parcel with a maximum fee of \$500 per parcel.

HOUSING IMPROVEMENT AREAS

Minnesota Statute §428A.13, Establishment of Housing Improvement Area, gives cities the right to designate housing improvement areas. Housing improvement areas are defined areas within the city where housing improvements are made or constructed and the costs of the improvements are paid

from fees imposed within the area. The statute also gives authority to the city to assess additional fees for reimbursement of any costs for housing improvements to pay principal, interest, and bonding cost premiums if any. The fees can be imposed on a method determined by the Council and specified in a resolution. The computation of the amount to be assessed to housing improvement areas will include the following:

1. Construction costs plus a ten percent (10%) contingency.
2. An administrative fee of 4.9%.
3. A bonding fee of 0.5%.
4. An assessing fee of 2.4% with a maximum of \$500.00 per unit.
5. The rate for interest on the assessment will be one percent (1%) above the interest rate for Minnesota tax exempt AA general obligation municipal bonds for the corresponding term of the assessment in effect 45 days prior to the assessment hearing.
6. The term of the assessment will be 15 years unless each assessment is \$500.00 or less, in which case the term shall be three years.

SANITARY SEWER – NEW CONSTRUCTION

Sanitary Sewer Trunks

The full cost of the trunk system will be assessed equally over the benefitted area. When the system is constructed in phases, the total cost of the system will be estimated and a complete system assessment rate computed. All property within the total benefitted area will receive either a full or partial assessment. The partial trunk assessment when added to the cost of the future trunk construction will equal the full trunk assessment rate. The previous project cost and previous assessments will be updated with the Construction Cost Index for the metropolitan area in computing trunk assessments for any particular phase.

Sanitary Sewer, Lateral, and Trunk Benefits to Low Areas, Swamps, and Peat Areas

The City will assess low areas, swamps, and peat areas in the same manner as any other area within the assessment district only to the extent that the low area could reasonably be included as a part of the required minimum lot area in any subdivision or to the extent that the area is required to meet or could reasonably be included in open space requirements of any planned unit development.

Sanitary Sewer Trunk or Sub-trunk Sewers Lateral Service

For lateral services provided off of a trunk or sub-trunk sewer, trunk or sub-trunk sewer costs will be reduced by the total amount to be assessed as lateral benefit. The lateral rate on the trunk will be: (1) lateral rate to be assessed along lateral sewers in remainder of project, or (2) previous year's average lateral rate updated with Construction Cost Index.

WATERMAIN – NEW CONSTRUCTION

Trunk, Source, and Storage

The amount to be assessed for water trunk, source, and storage will be 14.55587 times the latest Consumer Price Index, expressed in dollars per acre based upon the 1982-1984 base of 100. If, depending upon benefit to the property, only a portion of trunk and/or source and/or storage is to be assessed, the assessment will be prorated in the following proportions:

Trunk: 41 percent
Source: 32 percent
Storage: 27 percent

Watermain, Lateral, Trunk, Source, and Storage Benefit to Low Areas, Swamps, and Peat Areas

The City will assess low areas, swamps and peat areas in the same manner as any other area within the assessment district to the extent that the low area could reasonably be included as a part of the required minimum lot area in any subdivision or to the extent that the area is required to meet or could reasonably be included in open space requirements of any planned unit development.

STREETS – NEW CONSTRUCTION

Regional Shopping Center Street Improvements

Construction of new roadways or reconstruction of existing roadways including City streets, County roads, or State trunk highways abutting and/or benefitting existing or proposed regional shopping centers will be apportioned and assessed on an area basis to the entire existing or proposed shopping center area. Unless modified by separate agreement, the amount to be assessed will be the total project costs less any costs defrayed either by the County or the State. Assessment rates will be no less than established State-Aid rates for street construction including grading costs where applicable.²¹

County and New State Aid Street Construction

Construction of new municipal state aid streets either totally within or abutting new subdivisions will be assessed to the subdivision. Centerline measurements will be used in computing assessments.

Street Construction

a. Residential Assessment: Residential property is all residential use, including multiple family units. The assessment rate for County and state aid streets will be \$19.95 plus grading costs per assessable foot as of September 23, 1986.¹⁶ The rate will be adjusted to the date of the project assessment by use of the Construction Cost Index for the Minneapolis area.¹²

The grading, clearing/grubbing and soils correction portion of the street special assessment rate will be calculated including only costs incurred on that portion of the roadway abutting developable property.²⁰

Grading, clearing/grubbing and soils correction portion of the street special assessment rate will be calculated to include only an equivalent residential street portion of costs as a part of residential street rate, i.e. 60 feet divided by actual graded street width.²⁰

b. Commercial Assessment: Commercial assessment rates will be \$35.39 per assessable foot as of September 23, 1986.¹⁶ The rate will be adjusted at the time of the assessment through the use of the Construction Cost Index for the Minneapolis area.¹²

c. Industrial: Industrial areas will be assessed 100 percent of all costs of the improvement project, less any uniform credit the Council may allocate from other sources.⁹

State Turn-back Roadways, State Highways, and County Roads

State turn-back roadways, state highways and county roads for which turn-back funds are provided and which by their design, location, and/or use typify a highway more than a City street will not be assessed, except that frontage roads designated primarily for local access and not for traffic control associated with said highway or county road will be assessed in the same manner as state aid streets.¹⁰

STORM DRAIN – NEW CONSTRUCTION

Assessment for Construction of Man-Made or Storm Drain Detention/Infiltration Ponds

The cost of construction of man-made or storm drain detention/infiltration ponds constructed as a part of the storm drainage system will be included in the cost and assessed to the Area of Benefit of the system.

Assessment of Low Areas, Swamps, and Peat Areas for Storm Sewer Trunk and Laterals

Low areas, swamps, and peat areas will be included in the Area of Benefit when computing storm sewer trunk or lateral assessments. A development ability factor of 0.3 will be applied to low lands and 0.1 will be applied to wetlands. Low land or wetland area determination will be made by the City Assessor based on recommendations from the Local Government Unit (LGU).

Density Factor in Storm Drain Special Assessments

In computing special assessments, a density factor of 1 will be applied to low-density residential areas and park areas. A density factor of 1.5 will be applied to moderate or high-density residential areas. A factor of 2 will be applied to commercial, industrial and office/multiple districts. Land use classification shall be as designated on the Comprehensive Plan.

Floodways

Areas lying within the floodway will not be included in computation of assessment rates and in preparation of assessment rolls, except that part of a floodway required to provide minimum lot area (as provided in zoning ordinance) will be included in computation of assessment rates and assessed as a part of the project. Areas, except minimum lot areas provided above, lying within the floodway which have had postponed assessments placed upon them for previous projects will be removed from the postponed assessment roll. Areas, except minimum lot areas provided above, which have had active assessments placed upon them, and on which all or part of assessments have been paid, will have said payments refunded. Rebate will be made to the owner of record as of the date the Council orders the refund.

NOTE: This section will not become effective until the delineation of floodway is adopted by the City Council.

Storm Sewer Lateral Assessment

Storm sewer lateral construction will be assessed to the Area of Benefit from the lateral construction in the same manner as storm sewer trunks.

SPECIAL ASSESSMENT FORMULAS – NEW CONSTRUCTION

ASSESSABLE FOOTAGE DETERMINATION

Four methods of assessment may be used. Any combination may be used for a particular project.

Platted Interior Lots

Average effective lot width.

Platted Corner Lots

Average effective lot width (width being the shortest dimension).

Un-platted Interior Lots (with a depth greater than 150 feet)

Computation consists of taking the average of the front lot line and the length of a line parallel to and 150 feet distant from the front line measured between the side lot lines.

Un-platted Corner Lots (with a depth greater than 150 feet)

Computation consists of taking the average of the shortest front lot line and a 150 foot setback line and adding to this any footage past the 150 foot setback.

AREA

Metro Interceptor Lines

A line of this type is assessed in the same manner as any other sanitary sewer trunk line.

Sewer Trunk and Sub-trunk

$$\frac{\text{Trunk Cost or Sub-trunk Cost}}{\text{Project Gross Area of Benefit}} = \text{Total Cost/Acre}$$

Platted with uniform units:
$$\frac{\text{Gross Area} \times \text{Cost/Acre}}{\text{Number of Units}} = \$/\text{Unit}$$

Un-platted with units of different size
$$\text{Gross Area} \times \text{Cost/Acre} = \$$$

Storm Drainage

$$\frac{\text{Storm Drain Cost for Project}}{\text{Project Gross Area of Benefit}} = \text{Cost/Acre}$$

$$\frac{\text{Cost/Acre} \times \text{Gross Area in Subdivision}}{\text{Number of Units in Subdivision}} = \$/\text{Unit}$$

Water Trunk, Source and Storage

Platted with uniform units:
$$\frac{\text{Gross Area} \times \text{Cost/Acre}}{\text{Number of Units}} = \$/\text{Unit}$$

Un-platted with units of different size:
$$\text{Gross Area} \times \text{Cost/Acre} = \$$$

Water and Sewer Lateral

$\frac{\text{Water or Sewer Cost for Project}}{\text{Project Gross Area of Benefit}} = \text{Cost/Acre}$

$\frac{\text{Cost/Acre} \times \text{Gross Area in Subdivision}}{\text{Number of Units in Subdivision}} = \$/\text{Unit}$

LINEAL

Sanitary Sewer, Water Lateral, and Street

$\frac{\text{Proportional costs of Sanitary Sewer, Watermain Lateral or Street}}{\text{Number of Assessable Units}} = \$/\text{Unit}$

LUMP SUM

Sewer and Water Services, Drive Approaches

$\frac{\text{Total Cost of Services or Drive Approaches}}{\text{Number of Services or Drive Approaches}} = \$/\text{Unit}$

ACTUAL COST OF SPECIAL IMPROVEMENTS

(Oversized water or sewer services, oversized driveways, etc.) Actual Cost = \$

STREET RECONSTRUCTION

Residential, Multi-Family, Commercial, and Industrial Properties

Assessment rates for residential, multi-family commercial, and industrial properties for street reconstruction projects as follows:

1. Residential Property: \$ per single family residential lot
2. Multi-Family Property: \$ per front foot
3. Commercial: \$ per front foot (Double the multi-family rate)
4. Industrial: \$ per front foot based on the Commercial Rate plus 30%

Schools, churches and hospitals will be classified as commercial for street reconstruction assessment purposes.

Mill and overlay projects will be assessed at half the above listed rates for street reconstruction since streets rehabilitated via mill and overlay methods are projected to last half as long as streets that are reconstructed.

Rates will be updated annually at the time of assessment using the Construction Cost Index for the Minneapolis area.

For townhome or condominium subdivisions that contain both public and private streets, assessment amounts will be computed based on total front footage of public streets abutting the development (both sides of street) multiplied by the current multi-family rate per front foot and divided by the number of properties being assessed within the subdivision.

Multi-family properties also include duplexes, twin homes and apartments.

Calculation of assessments for corner lots, cul-de-sac lots and extra-wide lots, for which the primary access is located on the reconstructed street, will be calculated based upon existing use of the property.¹⁹ All are 10-year assessments unless the total assessment is less than \$500; then the assessments are three years.

Conservation land parcels are exempt from assessments for street reconstruction projects unless the land area is used to provide the minimum lot area for a development. Agricultural land parcels will be assessed at the commercial rate provided the parcel has access onto the street intended for reconstruction.

"Flag" lot parcels (large parcels with narrow access points that are shaped similar to a flag) that contain multiple townhome or condominium properties will be assessed based on the effective lot width, which is determined by dividing the total square footage of the lot by the average lot depth.

Footnotes to Special Assessment Section

- 1 Unless a higher use can be demonstrated through a highest and best use appraisal, this is the category that institutions will be classified in. "Highest and best use" as defined in the Encyclopedia of Real Estate Appraising: "The most profitable use to which the property might be put or that use which will yield the highest return on investment. This use must be logical, likely reasonably probable and proximate, and not such as is merely possible." An institution is defined as a building or organization having a social, educational, governmental, or religious purpose; having more than 2,500 square feet of habitable area. These institutions would include, but not necessarily be limited to, public and parochial schools, libraries, churches, YMCA/YWCA, hospitals, government buildings and eleemosynary uses.
- 2 City Ordinance No. 378, May 1972.
- ~~3 City Ordinance No. 311, April 1970. Footnote removed with September 11, 2015 Update~~
- ~~4 City Ordinance No. 311, April 1970. Footnote removed with September 11, 2015 Update~~
- ~~5 City Ordinance No. 311, April 1970. Footnote removed with September 11, 2015 Update~~
- ~~6 City Ordinance No. 311, April 1970. Footnote removed with September 11, 2015 Update~~
- ~~7 Assessment (inactive) An assessment approved by the City Council, not certified to the County Auditor for collection, the collection of which has been delayed until one of the following events occurs: Footnote removed with September 11, 2015 Update~~
 - ~~a. the property is sold as a single parcel~~
 - ~~b. the property is split pursuant to an approved lot split, subdivision plat, or registered land survey~~
 - ~~c. the property reverts to the State of Minnesota as a result of tax forfeiture~~
 - ~~d. the term of the assessment for the purposes expires~~
 - ~~e. the property or a portion thereof is acquired by condemnation for a subsequent project~~
- ~~8 Comprehensive Water Study, Coon Rapids, Minnesota, Caswell and Associates, 1969, Page 47. Footnote removed with September 11, 2015 Update~~
- 9 Action by City Council, May 16, 1972, Item 26.
- 10 Action by City Council, November 20, 1973, Item 12.
- ~~11 Action by City Council, February 22, 1982, Item 13. Footnote removed with September 11, 2015 Update~~
- 12 Resolution No. 82-31, adopted by City Council on January 26, 1982. Amended by Resolution No. 84-64 and Resolution No. 86-146.
- ~~13 Resolution No. 85-161, 10-8-85(25). Footnote removed with September 11, 2015 Update~~
- 14 Action by City Council, August 22, 1989, Item 12.
- 15 Resolution No. 89-123, 12-19-89(18a).
- 16 Action by City Council, November 25, 1986.
- 17 Finance Director, Sharon Legg, directed staff to use the prime rate in effect on the date the assessment roll is prepared. March 4, 2004.
- 18 Finance Director, Sharon Legg, directed staff to use the Piper Jaffray interest rate for Minnesota tax-exempt municipal bonds for each term of assessment 5, 10 and 20 year AA-rated General Obligation Bonds. March 4, 2004. Updated with policy update dated September 11, 2015.
- 19 Action by City Council, July 1, 1997, Item 21.
- 20 Action by City Council, August 13, 1991.
- 21 Action by City Council, July 21, 1992.

The City Council has taken the following action regarding assessments:

- a. Authorized the staff to periodically furnish the Council with a list of special assessments that have been prepaid and the Council will give authority to have the County Auditor cancel future collections on said prepaid special assessments: 1-21-69 (25).
- b. Established that 100% of all costs of improvements within industrial parks are to be assessed against the benefitted property, however, the Council may uniformly credit the assessments as funds from other sources are available: 5-16-72 (26).
- c. Authorization of an assessment policy for frontage road assessments for commercial, residential, and industrial areas: 9-3-74 (26).
- d. Established assessment policy for financing frontage roads: 9-3-74, Resolution No. 74-76.
- e. At all public hearings on proposed assessments the affected parties are notified by mail. A glossary of terms that are frequently used at the public hearing are available to the public.
- f. Additional public informational meetings (beyond those hearings required by law) will be held if the proposed assessments are 10 percent higher than the affected parties were previously informed. Such determinations shall be made after receipt of the Engineer's estimate based on project plans and specifications, after receipt of bids, and if during the course of construction there is a significant change of scope of the project.
- g. Authorized deferment of special assessments for persons 65 years or older and establishing interest rate: 5-13-75(17a[20]) Resolution No. 75-64.
- h. Council resolution repealing Resolution No. 76-60 in its entirety and establishing method for assessing engineering costs on public improvement projects: 11-16-76 Resolution No. 76-86.
- i. Revised assessment rates for residential and commercial properties on state aid streets and county roads: 1-26-82(16) Resolution No. 82-31.
- j. Set policy on construction interest and special assessment interest: 2-22-82(13).
- k. Revised the policy for assessing county highways and state aid street improvements: 4-6-82(18) Resolution No. 82-41.
- l. Established policy for acquisition of storm ponding areas: 4-6-82, Resolution No. 82-42.
- m. Revised and established special assessment policies: 9-7-82(21), Resolution No. 82-88.
- n. Amended assessment policies: 11-9-82(17), Resolution No. 82-110.
- o. Revised assessment rates for residential and commercial properties on state aid streets and county roads: 6-5-84(26), Resolution No. 84-64; 11-25-86, Resolution No. 86-146.
- p. Deferred assessments for disabled persons: 10-8-85(25), Resolution No. 85-161.
- q. Discussed amending assessment policies: 8-1-89(5); 8-8-89(9); approved revised charge for special assessment roll preparation and administration: 8-22-89(12).
- r. Amended postponed assessment policies: 12-19-89(18a), Resolution No. 89-123.
- s. Established policy for assessing street improvements benefitting regional shopping centers: 7-21-92(22).
- t. Established policy for assessing street reconstruction for residential and commercial properties: 7-1-97(21).
- u. Affirmed policy to assess churches 10 years for petitioned projects: 3-22-05(11).
- v. Amended Charter 1-803 to allow assessment policy to be adopted by resolution: 3-8-96(6).



City Council Regular

6.

Meeting Date: 11/04/2015

Subject: Accept Quarterly Financial Report

Submitted For: Kevin Vouk, Manager of Accounting/Treasurer

From: Dianne Nelson, Advanced Accounting Technician

INTRODUCTION

Quarterly financial information as of September 30, 2015 has been completed and is being presented at this time.

DISCUSSION

The financial summary of all funds for the third quarter and the quarterly Enterprise Fund statements are attached for your review.

RECOMMENDATION

Assuming the Council has no specific questions, no action is necessary other than to acknowledge receipt of this report.

Attachments

3rd Quarter Financials

GENERAL FUND

Revenues

A summary of revenues through September 30 for 2015 and 2014 is as follows:

	September 30, 2015	September 30, 2014	Increase (Decrease)	% Increase (Decrease)
General Property Taxes	\$9,571,153	\$9,426,767	\$144,386	1.5
Business Licenses	533,990	540,856	(6,866)	(1.3)
Non-business Licenses/Permits	608,480	973,348	(364,868)	(37.5)
Fines and Forfeitures	230,988	204,907	26,081	12.7
Investment Income	133,795	130,821	2,974	2.3
Intergovernmental Revenue	895,447	803,641	91,806	11.4
Charges for Services	1,108,186	1,262,467	(154,281)	(12.2)
Utilities Tax	2,278,738	2,509,009	(230,271)	(9.2)
Other	377,815	341,915	35,900	10.5
Total	<u>\$15,738,592</u>	<u>\$16,193,731</u>	<u>(\$455,139)</u>	<u>(2.8)</u>
Amended Budget	\$28,624,782	\$27,695,712	\$929,070	3.4
% of Budget Received to Date	55.0%	58.5%		

Revenues have decreased \$455,139 or 2.8% over the same period last year. Payments for property taxes and certain intergovernmental revenues, which represent approximately 71% of the budget, are received at mid-year and year-end. Significant revenue changes are as follows:

- General property taxes increased \$144,386 or 1.5% as a result of the tax levy that was budgeted and certified.
- Intergovernmental revenues increased \$91,806 or 11.4% as a result of an increase in Local Government Aid (\$70,107) and the new for 2015 DWI grant (\$38,519).
- Non-business licenses/permits decreased \$364,868 or 37.5% and charges for services (primarily inspection plan check fees) decreased \$154,281 or 12.2%. Both of these were primarily due to major permits (e.g., Mercy Hospital and Anoka-Hennepin ISD #11) that were in 2014, but not in 2015. In the 4th quarter 2015, permit revenue of over \$70,000 and plan check fees of over \$45,000 will be received for the Dominion apartment project to offset part of the year-over-year change.
- Utilities tax decreased \$230,271 or 9.2% primarily due to a decrease in the amount of natural gas used during 2015 compared to during the extreme winter of 2014. This change was anticipated in the budget and the total for 2015 is projected to meet the amount budgeted.

Expenditures

A summary of expenditures by program through September 30 for 2015 and 2014 is as follows:

	September 30, 2015	September 30, 2014	Increase (Decrease)	% Increase (Decrease)
General Government	\$2,595,403	\$2,645,715	(\$50,312)	(1.9)
Public Safety	9,953,638	9,688,430	265,208	2.7
Community Services	327,791	302,545	25,246	8.3
Community Development	1,319,081	1,315,910	3,171	0.2
Maintenance Services	4,870,528	4,974,609	(104,081)	(2.1)
Total	<u>\$19,066,441</u>	<u>\$18,927,209</u>	<u>\$139,232</u>	<u>0.7</u>
Amended Budget	\$27,998,651	\$27,134,284	\$864,367	3.2%
% of Budget Expended to Date	68.1%	69.8%		

Expenditures have increased \$139,232 or 0.7% over the same period last year. Significant changes by type of expenditure are as follows:

- Personal services totaling \$15,012,910 have increased \$288,565 or 2.0% due to increases of \$330,183 for salaries offset by a decrease of \$41,618 in benefits where increases in PERA and workers compensation rates were offset by a decrease in health insurance rates.
- All other expenditures totaling \$4,053,531 have decreased \$149,333 or 3.6% primarily due to decreases of \$84,493 in professional and consulting (of which \$53,260 was a result of contractual engineers in lieu of staff in 2014), \$52,936 in utilities, \$116,555 in motor fuels, and \$33,141 in capital outlay offset by increases of \$36,486 in software charges, \$22,151 in small equipment, and \$66,640 in general supplies (of which \$33,178 was for salt and \$16,100 was for trees).

SPECIAL REVENUE FUNDS

- Scattered Site Housing Fund

This fund had a balance of \$312,143 as of September 30, 2015, part of which is \$227,740 in property being held for resale.

- Housing Programs Fund

This fund accounts for \$4,275,000 that was transferred from the Coon Rapids MAF Program Fund beginning in 2005 to be used for housing improvement program loans and had a September 30, 2015 fund balance of \$3,321,403. As of September 30, 2015, 112 loans were outstanding with a principal balance of \$1,521,194 compared to 112 loans with a total balance of \$1,300,173 a year ago.

- Coon Rapids MAF Program Fund

This fund accounted for proceeds from mortgage payments funded through the Coon Rapids Mortgage Assistance Foundation (MAF) program. In 2015, this fund has earned \$32,781 in interest through September 30th. Since 2000, this fund has transferred \$1,250,000 to the Scattered Site Housing Fund and \$4,275,000 to the Housing Programs Fund. As of September 30, 2015 the fund balance of this fund was \$3,024,276.

- Law Enforcement Programs Fund

This fund accounts for dedicated revenues and related expenditures for drug forfeiture, DWI, DARE, Night to Unite, and grant activities. The September 30, 2015 fund balance of this fund was \$237,299. This fund is projected to have a fund balance by December 31, 2015 of \$214,816.

- Fire Department Programs Fund

This fund accounts for special activities performed by the Fire Department such as the safety camp, lock box and smoke alarm programs. This fund had a September 30, 2015 fund balance of \$10,801.

- Public Communications Fund

The Public Communications Fund had a fund deficit of \$630,472 as of September 30, 2015 and is projected to have a fund deficit of \$597,624 by December 31, 2015. The deficit fund balance is due to the purchase of high definition equipment totaling \$764,754 to date in 2015. A 10 year internal loan for \$650,000 from the Revolving Construction Fund was established during 2015 to pay for the portion of this equipment that exceeded cash availability in the fund.

- Commissions and Events Fund

This fund accounts for Arts and Historical Commission activities not accounted for in the General Fund. The September 30, 2015 fund balance of this fund was \$12,227. This fund is projected to have a fund balance by December 31, 2015 of \$12,793.

- Senior Activity Fund

This fund accounts for senior citizen trips and events, the senior center kitchen fund, and the senior citizen transportation account. The September 30, 2015 fund balance of this fund was \$70,714. This fund is projected to have a fund balance by December 31, 2015 of \$54,396.

- Community Development Block Grant Fund

Expenditures for the Housing Rehabilitation Program are recovered from Anoka County as they are made and are estimated to be \$354,106 for 2015.

- Curbside Recycling Fund

This fund accounts for recycling center activities. Year-to-date expenditures were \$188,368. Expenditures are recovered from Anoka County through the Recycling Center SCORE grant. The grant award for 2015 is \$234,370.

DEBT SERVICE FUNDS

These funds pay the principal and interest on the long-term debt of the City, other than debt accounted for in the Enterprise Funds. Funding comes from tax levies, special assessments, and/or transfers. In 2015, principal and interest payments through September 30th totaled \$2,965,000 and \$829,939 respectively. All revenues and expenditures are as planned.

CAPITAL PROJECTS FUNDS

- Park Improvement Fund

The major sources of funding for 2015 include referendum approved bond proceeds of \$5,486,956, a property tax levy of \$341,600, and transfers of \$1,200,000 from the Facility Construction Fund and \$1,150,000 from the Park Improvement Bonds Fund. Year-to-date expenditures were \$5,494,407.

- Equipment Certificate Fund

This fund accounts for major capital equipment purchases financed with equipment certificates. This fund had a fund deficit of (\$1,146,903) as of September 30, 2015 which will be covered through future certificate proceeds or transfers from other funds.

- Capital Equipment Fund

This fund accounts for major capital outlay purchases for the General Fund activities. This fund has a 2015 property tax levy of \$851,450 and had expended \$880,336 as of September 30th. This fund is projected to have a fund balance of \$1,192,895 by December 31, 2015.

- Street Reconstruction Fund

This fund includes property tax revenue of \$766,260 for 2015. Estimated expenditures for the year are \$1,301,448. This fund is projected to have a fund balance of \$1,359,038 by December 31, 2015.

- Sidewalk Projects Fund

This fund includes property tax revenue of \$123,750 for 2015. The September 30, 2015 fund balance was \$378,308.

- HRA Fund

There are several sources of revenue for the HRA including tax levies, tax increment collections, industrial revenue bond fees, and proceeds from the sale of land. Tax collections are as planned. Tax increments are pledged to pay debt service on bond issues as well as for the purchase of certain property for redevelopment and related relocation costs.

- Facilities Construction Fund

This fund accounts for the construction and refurbishment of City owned facilities. The September 30, 2015 fund balance was \$2,191,118. This fund is projected to have a fund balance of \$791,597 by December 31, 2015.

- Special Assessment Construction Funds

These funds account for assessable and non-assessable infrastructure construction projects that are funded through bond proceeds, MSA, and/or other intergovernmental revenues. In 2015, \$5,269,502 had been expended from these funds through September 30th of which \$4,937,165 was for the 2015 street reconstruction projects and \$332,337 was for various other projects. This compares to \$7,403,983 expended at this time last year (\$6,421,595 for street reconstruction and \$982,388 for various other projects). Revenues and funding sources in 2015 are as anticipated.

INTERNAL SERVICE FUNDS

- Insurance Reserve Fund

The Insurance Reserve fund had net assets of \$3,141,148 as of September 30, 2015 compared to \$3,938,910 a year ago. This decrease was due to workers compensation retroactive premium payments made in November 2014. Savings from insurance premiums are being reserved in this fund to (1) provide for future claims that may be due under the current insurance plan, and (2) to provide adequate cash to support deductible levels on current and future policies. Operating income in this fund is used to subsidize General Fund insurance costs. The average amount of this subsidy over the last five years has been \$25,600 per year. Also, prior year investment income from this fund (before temporary fair value adjustments) is transferred to the Retirement Insurance Fund to partially fund other post employment benefits. For 2015, this transfer will be \$59,075.

- Compensated Absences Fund

This fund accounts for the compensated absences of the governmental funds. The December 31, 2014 liability in this fund was \$2,406,397 which was fully funded. Based on the 2015 estimated liability increase of \$190,000 and planned investment income and transfers, this liability should continue to be fully funded at year-end 2015.

- Retirement Insurance Fund

This fund builds a reserve for the direct subsidy portion of health care benefits for qualified police and firefighter retirees. Budgeted transfers in 2015 of \$525,000 from the General Fund and \$59,075 from the Insurance Reserve Fund, along with investment income and the December 31, 2014 assets of \$3,102,334 in this fund, will cover this portion of the annual required contributions as determined in the actuarial studies.

ENTERPRISE FUNDS

Statements and related comments on the Water, Sewer, Storm Water Drainage, and Golf Funds are as follows:

CITY OF COON RAPIDS, MINNESOTA

WATER FUND

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

PERIOD ENDED SEPTEMBER 30, 2015

(WITH COMPARATIVE TOTALS FOR PERIOD ENDED SEPTEMBER 30, 2014)

	Audited 2014	09/30/14	09/30/15
Operating Revenues:			
Water charges	\$ 5,133,244	\$ 4,205,364	\$ 4,348,987
Miscellaneous	26,166	10,764	7,016
Total Operating Revenues	5,159,410	4,216,128	4,356,003
Operating Expenses:			
Personal services	970,767	739,347	666,790
Other charges and services	2,572,559	1,998,235	1,569,312
Supplies	237,025	164,101	168,667
Depreciation	1,869,988	1,406,280	1,475,831
Total Operating Expenses	5,650,339	4,307,963	3,880,600
Operating Income (Loss)	(490,929)	(91,835)	475,403
Nonoperating Revenues (Expenses):			
Investment income	63,508	6,520	40,363
Sale of water meters	30,280	25,780	27,707
Interest and fiscal charges	(326,788)	(235,901)	(318,651)
Purchase and repair of water meters	(58,638)	(41,935)	(35,340)
Total Nonoperating Revenues (Expenses)	(291,638)	(245,536)	(285,921)
Change in net position	(782,567)	(337,371)	189,482
Net Position at Beginning of Year	46,160,657	46,160,657	45,378,090
Net Position at End of Year	\$ 45,378,090	\$ 45,823,286	\$ 45,567,572

COMMENTS ON THE SEPTEMBER 2015 STATEMENTS
OF THE ENTERPRISE FUNDS
COMPARED TO SEPTEMBER OF 2014

	For the Period Ended September 2014	Percent of Revenues	For the Period Ended September 2015	Percent of Revenues	Favorable (Unfavorable)
<u>WATER FUND</u>					
Operating Revenues	\$ 4,216,128	100.00	\$ 4,356,003	100.00	\$ 139,875
Operating Expenses	<u>4,307,963</u>	102.18	<u>3,880,600</u>	89.09	<u>427,363</u>
Operating Income (Loss)	(91,835)	(2.18)	475,403	10.91	567,238
Non-operating Revenue (Expenses)	<u>(245,536)</u>	(5.82)	<u>(285,921)</u>	(6.56)	<u>(40,385)</u>
Net Income(Loss)	<u><u>(337,371)</u></u>	(8.00)	<u><u>189,482</u></u>	4.35	<u><u>526,853</u></u>

Summary Statement

Operating revenue is up \$139,875 (3.32%) and operating expenses decreased by \$427,363 resulting in a net increase in operating income of \$567,238 over the same period last year. The increase in operating revenue is primarily due to a mid year rate increase. The decrease in operating expense is mostly due to a decrease from last year in emergency repairs of frozen water lines caused by the extremely cold winter of 2014. The net gain of \$189,482 through September 30th compares to a net loss at this time last year of \$337,371, an increase of \$526,853.

CITY OF COON RAPIDS, MINNESOTA

SEWER FUND
 STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
 PERIOD ENDED SEPTEMBER 30, 2015
 (WITH COMPARATIVE TOTALS FOR PERIOD ENDED SEPTEMBER 30, 2014)

	Audited 2014	09/30/14	09/30/15
Operating Revenues:			
Sewer charges	\$ 6,175,769	\$ 4,603,914	\$ 4,642,060
Miscellaneous	885	293	290
Total Operating Revenues	6,176,654	4,604,207	4,642,350
Operating Expenses:			
Personal services	626,859	460,699	467,063
Other charges and services	685,346	539,483	516,692
Supplies	37,981	30,469	20,993
Disposal charges	4,001,908	3,001,431	2,937,254
Depreciation	834,808	638,343	642,068
Total Operating Expenses	6,186,902	4,670,425	4,584,070
Operating Income (Loss)	(10,248)	(66,218)	58,280
Nonoperating Revenues:			
Investment income	342,551	69,830	62,326
Gain on disposal of capital assets	3,220		
Total Nonoperating Revenues	345,771	69,830	62,326
Change in net position	335,523	3,612	120,606
Net Position at Beginning of Year	37,714,229	37,714,229	38,049,752
Net Position at End of Year	\$ 38,049,752	\$ 37,717,841	\$ 38,170,358

COMMENTS ON THE SEPTEMBER 2015 STATEMENTS
OF THE ENTERPRISE FUNDS
COMPARED TO SEPTEMBER OF 2014

	For the Period Ended September 2014	Percent of Revenues	For the Period Ended September 2015	Percent of Revenues	Favorable (Unfavorable)
<u>SEWER FUND</u>					
Operating Revenues	\$ 4,604,207	100.00	\$ 4,642,060	100.00	\$ 37,853
Operating Expenses	<u>4,670,425</u>	101.44	<u>4,584,070</u>	98.75	<u>86,355</u>
Operating Income	(66,218)	(1.44)	57,990	1.25	124,208
Non-Operating Revenues	<u>69,830</u>	1.52	<u>62,326</u>	1.34	<u>(7,504)</u>
Net Income	<u><u>3,612</u></u>	0.08	<u><u>120,316</u></u>	2.59	<u><u>116,704</u></u>

Summary Statement

Operating revenue is up \$37,853 (0.82%) and operating expenses decreased by \$86,355 resulting in a net increase in operating income of \$124,208 over the same period last year. Operating revenue is comparable to last year as there was no rate increase. The decrease in operating expenses is mainly due to a 2.14% decrease in disposal charges compared to 2014. The net income of \$120,316 through September 30th compares to a net income at this time last year of \$3,612, an increase of \$116,704.

CITY OF COON RAPIDS, MINNESOTA

STORM WATER DRAINAGE FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PERIOD ENDED SEPTEMBER 30, 2015
(WITH COMPARATIVE TOTALS FOR PERIOD ENDED SEPTEMBER 30, 2014)

	Audited 2014	09/30/14	09/30/15
Operating Revenues:			
Storm drain charges	\$ 1,358,018	\$ 1,016,799	\$ 1,020,828
Miscellaneous	342	171	3,307
Total Operating Revenues	<u>1,358,360</u>	<u>1,016,970</u>	<u>1,024,135</u>
Operating Expenses:			
Personal services	239,533	170,457	188,943
Other charges and services	312,495	212,107	193,633
Supplies	44,451	36,067	37,448
Depreciation	624,708	473,232	476,969
Total Operating Expenses	<u>1,221,187</u>	<u>891,863</u>	<u>896,993</u>
Operating Income	<u>137,173</u>	<u>125,107</u>	<u>127,142</u>
Nonoperating Revenues (Expenses):			
Investment income	196,970	38,260	46,226
Gain on disposal of capital assets	42,311		
Interest and fiscal charges	(6,721)		(14,305)
Total Nonoperating Revenues (Expenses)	<u>232,560</u>	<u>38,260</u>	<u>31,921</u>
Change in net position	369,733	163,367	159,063
Net Position at Beginning of Year	<u>13,935,601</u>	<u>13,935,601</u>	<u>14,305,334</u>
Net Position at End of Year	<u>\$ 14,305,334</u>	<u>\$ 14,098,968</u>	<u>\$ 14,464,397</u>

COMMENTS ON THE SEPTEMBER 2015 STATEMENTS
OF THE ENTERPRISE FUNDS
COMPARED TO SEPTEMBER OF 2014

	For the Period Ended September 2014	Percent of Revenues	For the Period Ended September 2015	Percent of Revenues	Favorable (Unfavorable)
<u>STORM WATER DRAINAGE FUND</u>					
Operating Revenues	\$ 1,016,970	100.00	\$ 1,024,135	100.00	\$ 7,165
Operating Expenses	<u>891,863</u>	87.70	<u>896,993</u>	87.59	<u>(5,130)</u>
Operating Income	125,107	12.30	127,142	12.41	2,035
Non-operating Revenue (Expenses)	<u>38,260</u>	3.76	<u>31,921</u>	3.12	<u>(6,339)</u>
Net Income	<u><u>163,367</u></u>	16.06	<u><u>159,063</u></u>	15.53	<u><u>(4,304)</u></u>

Summary Statement

Operating revenue is up \$7,165 and operating expenses increased by \$5,130 resulting in a net increase in the operating income of \$2,035. Operating revenue is comparable to prior year due to the fact that there was no rate increase in 2015.

The net income of \$159,063 through September 30th compares to net income at this time last year of \$163,367, a decrease of \$4,304.

CITY OF COON RAPIDS, MINNESOTA

GOLF FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PERIOD ENDED SEPTEMBER 30, 2015
(WITH COMPARATIVE TOTALS FOR PERIOD ENDED SEPTEMBER 30, 2014)

	Audited 2014	09/30/14	09/30/15
Operating Revenues:			
Sales, fees, and charges:			
Green fees	\$ 1,513,018	\$ 1,426,784	\$ 1,535,813
Pro Shop	209,413	188,246	188,281
Restaurant	292,322		2,221,604
Rentals:			
Building	279,774	253,811 *	28,344
Carts	301,436	278,165	302,382
Simulator	91,369	65,489	49,722
Total sales, fees and charges	<u>2,687,332</u>	<u>2,212,495</u>	<u>4,326,146</u>
Miscellaneous	133	3,838	12,467
Total Operating Revenues	<u>2,687,465</u>	<u>2,216,333</u>	<u>4,338,613</u>
Operating Expenses:			
Maintenance:			
Personal services	469,184	373,125	367,827
Other charges and services	86,761	59,006	57,353
Supplies	301,663	211,266	253,626
Depreciation	216,280	162,954	173,237
Total Maintenance Expenses	<u>1,073,888</u>	<u>806,351</u>	<u>852,043</u>
Administration:			
Pro Shop cost of goods sold	128,013	133,396	144,079
Personal services	342,240	268,453	297,347
Other charges and services	519,824	395,204	358,762
Supplies	29,292	23,355	13,318
Depreciation	363,130	299,798	180,773
Total Administration Expenses	<u>1,382,499</u>	<u>1,120,206</u>	<u>994,279</u>
Restaurant:			
Restaurant cost of goods sold	84,541		579,554
Contract labor	184,427		1,167,853
Other charges and services	117,837		438,379
Supplies	64,398		181,856
Depreciation	36,642		133,470
Total Restaurant Expenses	<u>487,845</u>		<u>2,501,112</u>
Total Operating Expenses	<u>2,944,232</u>	<u>1,926,557</u>	<u>4,347,434</u>
Operating Income (Loss)	<u>(256,767)</u>	<u>289,776</u>	<u>(8,821)</u>
Nonoperating Revenues (Expenses):			
Investment income	12,634	1,416	(482)
Intergovernmental revenue	62,613	19,886	22,406
Intergovernmental revenue (restaurant)			27,385
Bad debt expense	(18,620)		
Interest and fiscal charges	(215,657)	(160,215)	(83,423)
Interest and fiscal charges (restaurant)			(78,242)
Total Nonoperating Revenues (Expenses)	<u>(159,030)</u>	<u>(138,913)</u>	<u>(112,356)</u>
Change in net position	(415,797)	150,863	(121,177)
Net Position at Beginning of Year	<u>7,658,860</u>	<u>7,658,890</u>	<u>7,243,063</u>
Net Position at End of Year	<u>\$ 7,243,063</u>	<u>\$ 7,809,753</u>	<u>\$ 7,121,886</u>

* Includes \$230,958 rent from Harvest Grill (which includes \$36,923 in utility payments), \$16,253 rent from Golf Tec, and \$6,600 rent from MNPGA.

COMMENTS ON THE SEPTEMBER 2015 STATEMENTS
OF THE ENTERPRISE FUNDS
COMPARED TO SEPTEMBER OF 2014

<u>GOLF FUND</u>	For the Period Ended September 2014	Percent of Revenues	For the Period Ended September 2015	Percent of Revenues	Favorable (Unfavorable)
Operating Revenues	\$ 2,216,333	100.00	\$ 4,338,613	100.00	\$ 2,122,280
Operating Expenses	<u>1,926,557</u>	86.93	<u>4,347,434</u>	100.20	<u>(2,420,877)</u>
Operating Income (Loss)	289,776	13.07	(8,821)	(0.20)	(298,597)
Non-Operating Revenues (Expenses)	<u>(138,913)</u>	(6.27)	<u>(112,356)</u>	(2.59)	<u>26,557</u>
Net Income (Loss)	<u><u>150,863</u></u>	6.81	<u><u>(121,177)</u></u>	(2.79)	<u><u>(272,040)</u></u>

Summary Statement

The significant increase in operating revenue and operating expense is mostly due to the City taking over the restaurant and banquet facilities at Bunker Hills. The decrease in operating income of \$298,597 is primarily due to the loss of rental income from Harvest Grill in 2014 of \$230,958 and the new restaurant/banquet operations currently reporting a loss before depreciation of \$146,038. Golf course operating revenue is up \$126,143 and golf course operating expense is up \$28,507 before depreciation from the same period last year.

The net loss of \$121,177 through September 30th compares to a net income of \$150,863, a decrease of \$272,040.

Note: It was during the 4th quarter in 2014 that Harvest Grill defaulted on the terms of their lease agreement.



City Council Regular

7.

Meeting Date: 11/04/2015

Subject: Consider Adoption of Ordinance 2149 Authorizing Sale of Residential Lot, 11400 Hanson Blvd.

From: Matt Brown, Economic Development Coordinator

INTRODUCTION

The Council is asked to adopt an ordinance authorizing the sale of a single-family lot at 11400 Hanson Boulevard.

DISCUSSION

The property at 11400 Hanson Boulevard has been owned by the City since at least 1978. While it is unclear why the City acquired the lot, Staff believes that the City may have wanted to construct a street through this area. Staff determined that public ownership of the lot is no longer necessary and listed it for sale earlier this year. The Anoka County HRA would like to purchase the lot and relocate an existing house that will be acquired as part of the Foley Boulevard reconstruction project. Anoka County has offered \$40,000 for the lot, which reflects current market value. It is expected that closing will occur very soon and the house will be moved later this year.

The Council is asked to adopt an ordinance authorizing sale of the property. The City's Charter requires that land is conveyed via ordinance. The Council introduced the ordinance and held a public hearing at its October 20 meeting. The Council is also asked to approve a Purchase Agreement with the Anoka County HRA.

RECOMMENDATION

Staff recommends that the Council:

- a. Adopt Ordinance 2149 Authorizing the Sale of the Lot at 11400 Hanson Boulevard.
- b. Approve the purchase agreement with the Anoka County Housing and Redevelopment Authority.
- c. Authorize the Mayor and City Manager to execute the deed.
- d. Authorize Staff to execute other closing documents as necessary to close on the property.

Attachments

Location Map

Ordinance

Purchase Agreement



ORDINANCE NO.

**AN ORDINANCE AUTHORIZING THE SALE OF REAL ESTATE, LOT 9, BLOCK 1,
HARMON OAKS**

Preamble:

- A. The City is the owner of real estate described as Lot 9, Block 1, Harmon Oaks, Anoka County, Minnesota. (the "Property").
- B. The City Council finds that the Property is no longer needed to for public purposes.
- C. The City Council finds that the highest and best use of the Property is single-family residential and the City has listed the Property for sale for construction of a single-family home.
- D. The Anoka County Housing and Redevelopment Authority has agreed to purchase the property for \$40,000 and relocate a single-family home to the property.

Now, therefore, the City of Coon Rapids does ordain:

Section 1. The conveyance of the following property to the Anoka County Housing and Redevelopment Authority is hereby authorized: Lot 9, Block 1, Harmon Oaks, Anoka County, Minnesota.

Section 2. The Mayor and City Manager are hereby authorized to execute a Purchase Agreement, deed, and all other necessary documents to effectuate the conveyance.

Section 3. The proceeds of the sale, \$40,000, are directed to be paid into the City's development fund.

Adopted this the _____ day of _____, 2015

Jerry Koch, Mayor

Attest:

Joan Lenzmeier, City Clerk

PURCHASE AGREEMENT

11400 Hanson Boulevard

22-31-24-23-0013

1. Parties. This Purchase and Redevelopment Agreement is made on November 4, 2015 between the CITY OF COON RAPIDS, a municipal corporation, having its office located at 11155 Robinson Drive, Coon Rapids, Minnesota 55433 (Seller), and the ANOKA COUNTY HOUSING AND REDEVELOPMENT AUTHORITY, a public body, corporate and politic under the laws of the state of Minnesota (Buyer).

2. Offer/Acceptance. Buyer offers to purchase and Seller agrees to sell real property legally described as follows (the Property):

Lot 9, Block 1, Harmon Oaks, Anoka County, Minnesota.

3. Price and Terms. The price for the Property is *Forty Thousand Dollars (\$40,000)*, which Buyer shall pay as follows:

- a. Earnest money in the total amount of \$1.00 by certified check payable to the Seller upon execution of this Agreement. All earnest money shall be applied towards the purchase price.
- b. The balance of the purchase price by a check on the date of closing
- c. The Date of Closing shall be at a date and time as mutually agreed upon by the parties.

4. Documents to be delivered at closing. On the closing date, Buyer shall deliver to Seller the balance of the purchase price and Seller shall deliver to Buyer:

- a. A duly executed quit claim deed, conveying marketable title to the Property to Buyer, free and clear of all liens and encumbrances except for the following:
 - i. Building and zoning laws, ordinances, State and Federal regulations;
 - ii. Utility and drainage easements which do not interfere with Buyer's intended use of the Property; and
 - iii. Reservation of any minerals or mineral rights to the State of Minnesota.
- b. A duly executed affidavit of Seller.
- c. All documents necessary to establish marketable title to Buyer.

5. Real Estate Taxes and Special Assessments. On or before the Date of Closing, Seller will pay all delinquent real estate taxes, penalties, and interest, if any. Real estate taxes due and payable in

the year of closing will be prorated between Buyer and Seller as of the Date of Closing. Seller shall pay on Date of Closing all special assessments levied against the Property as of the date of this agreement. Seller represents that there are no special assessments pending as of the date of this agreement. If a special assessment becomes pending after the date of this agreement and before the Date of Closing, Buyer may, as Buyer's option:

- a. Assume payment of the pending special assessment without adjustment to the purchase agreement price of the property; or
- b. Require Seller to pay the pending special assessment and Buyer shall pay a commensurate increase in the purchase price of the Property, which increase shall be the same as the estimated amount of the assessment; or
- c. Declare this agreement null and void by notice to Seller, and earnest money shall be refunded to Buyer.

6. Marketability of Title. Buyer shall have thirty (30) days after the date of this Agreement to examine the title to the Property and to deliver written objections to title, if any, to Seller. Seller shall have thirty (30) days after receipt of written objections to cure title defects. Upon receipt of Buyer's title objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention to make title marketable within the 30-day period. Seller shall permit no additional encumbrances to be made upon the Property between the date of this Agreement and the Date of Closing.

7. Title Clearance and Remedies. In the event that title to the Property cannot be made marketable or is not made marketable by the Seller by the Date of Closing, then, at the option of the Buyer: this Purchase Agreement shall be null and void; neither party shall be liable for damages hereunder to the other; the Earnest Money, if any, shall be refunded to the Buyer; and Buyer and Seller agree to sign a cancellation of this Purchase Agreement.

- a. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may elect either of the following options, as permitted by law:
 - i. Cancel this contract as provided by statute and retain all payments made hereunder as liquidated damages. The parties acknowledge their intention that any note given pursuant to this contract is a down payment note, and may be presented for payment notwithstanding cancellation;
 - ii. Seek specific performance within six months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.
- b. If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:
 - i. Seek damages from Seller including costs and reasonable attorney's fees;

- ii. Seek specific performance within six months after such right of action arises.

8. Condition of Property. Buyer acknowledges that it has inspected or has had the opportunity to inspect the Property and agrees to accept the Property AS IS, subject to its feasibility determination, as outlined in paragraph 12 below. Buyer has the right, at its own expense, to enter onto the Property and perform inspections and evaluations on the property, including a geotechnical evaluation, within thirty (30) days of execution of this Agreement for the purpose of determining if the soil is suitable for construction of the dwelling noted in Section 12 below. If the geotechnical evaluation indicates that the soil corrections required to construct the dwelling would make construction cost-prohibitive, the Buyer may rescind this agreement by written notice to the Seller, in which case the agreement shall be null and void and all earnest money paid hereunder shall be refunded to the Buyer. Written notice of rescission must be served upon the Seller within thirty (30) days of execution of this Agreement. Seller makes no warranties as to the condition of the Property, except that the Seller warrants that public water and public sewer services are available at the Property.

9. Well Disclosure.

Seller certifies that Seller does not know of any wells on the property; OR

Wells on the subject real property are disclosed by Seller on the Well Disclosure form attached to this agreement as Exhibit A.

10. Individual Sewage Treatment System Disclosure.

Seller certifies that there is no individual sewage treatment system on or serving the property; OR

Individual sewage treatment systems on or serving the property are disclosed by seller on the attached disclosure statement.

11. Methamphetamine Disclosure. To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.

12. Use of Property / Feasibility. Buyer intends to relocate a single family dwelling on the property and comply with all applicable zoning and building laws. Buyer shall have thirty (30) days from the date of this agreement to determine, in its absolute discretion, that this purchase is feasible for the county's intended use of the property. A determination of feasibility shall include economic feasibility, environmental, site capability for the new dwelling, drainage capacity, or other factors that may impact the suitability of the property. If the purchase is not feasible, notice shall be delivered to Seller in the same method as described in Section 8 above.

13. Time is of the essence for all provisions of this contract.

14. Notices. All notices required herein shall be in writing and delivered personally or mailed to the address shown in Section 1 above and, if mailed, are effective as of the date of mailing.

15. Minnesota Law. This contract shall be governed by the laws of the State of Minnesota.

16. Nonassignable Agreement. This Agreement may not be assigned. In the event of the death of the Buyer before the Date of Closing, this Purchase Agreement shall be null and void, and all Earnest Money shall be paid to the Buyer's estate.

17. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Seller or Buyer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

[Signature page follows]

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

Dated: _____

SELLER:

CITY OF COON RAPIDS

By: _____

Jerry Koch, Mayor

By: _____

Matt Stemwedel, City Manager

Approved as to form:

David Brodie
City Attorney

Dated: _____

BUYER:

ANOKA COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY

By: _____

Karen Skepper
ACHRA Executive Director

Approved as to form:

Christine Carney
Assistant County Attorney

Exhibit A: Well Disclosure

Exhibit A - Well Disclosure

(None)



City Council Regular

8.

Meeting Date: 11/04/2015

Subject: Consider Introduction of Ordinance for CenturyLink Cable Television Franchise Agreement and Order Public Hearing

From: Matt Stemwedel, City Manager

INTRODUCTION

Following the submission of an application for a cable television franchise for the City of Coon Rapids (the "City"), the CenturyLink Cable Franchise application came before the City for a public hearing on April 21, 2015. Said public hearing was held open through April 24, 2015, for the purpose of allowing additional written public comments. Following the public hearing, the City Staff prepared a detailed report entitled "Staff Report on CenturyLink Cable Franchise Application" (the "Report"). The City Council received and filed the Report and directed City staff to a negotiate cable television franchise with CenturyLink. City staff negotiated a cable television franchise with CenturyLink and it is now before the Council for consideration. The City must hold a public hearing on the proposed franchise ordinance and adopt written findings related to its final decision.

DISCUSSION

On April 2, 2015, the City received a cable franchise application from CenturyLink. Comcast Cable currently has a non-exclusive franchise agreement with the City, which means the City Council may grant additional franchises to provide cable service in the City.

A public hearing on the application was held on April 21, 2015, and additional written comments from the public were accepted through April 24, 2015. Following the public hearing, staff prepared a Report, which recommended that the City receive and file the Report and direct staff to negotiate a cable franchise with CenturyLink, consistent with the Report. On May 19, 2015, the City adopted the recommendation. This action did not approve a franchise.

The City's outside attorney, Mike Bradley, Bradley Hagen & Gullikson, LLC, in consultation with Eric Strouse, CTN Manager, Matt Stemwedel, City Manager, and David Brodie, City Attorney, engaged in cable franchise negotiations with CenturyLink. The attached cable franchise is the product of those negotiations.

In reviewing the CenturyLink cable franchise, there are two primary issues to consider. The first is whether federal law preempts Minnesota's 5-Year Build Statute. Minnesota Statutes Section 238.084, subdivision 1(m) requires all initial franchises to have a provision that requires a cable operator build out its cable system at a rate of 50 plant miles per year and that its cable system be substantially complete within 5 years. As the Report indicated, CenturyLink claims that this 5-Year Build Statute is an unlawful barrier to entry and is preempted by federal law and an FCC decision referred to as the 621 Order. The Report also indicated that there is no case law in Minnesota directly addressing preemption of the 5-Year Build Statute. The Report concluded that CenturyLink has a good faith basis on its preemption claim and

is willing to indemnify the City related to any litigation surrounding the grant of a franchise to CenturyLink. CenturyLink refused to incorporate the language of the 5-Year Build Statute in the proposed franchise, based on its preemption argument. As described below, the proposed CenturyLink franchise ordinance has provisions for a reasonable build-out of the city. The proposed franchise ordinance also has provision for defense and indemnification of the City regarding this issue.

The next issue is whether the CenturyLink franchise contains a reasonable build-out schedule. The franchise ordinance recognizes that CenturyLink has already constructed a legacy communications system throughout the City, which is capable of providing telephone and internet service. The build-out provisions in the franchise are related to upgrades of the legacy system to make it capable of providing cable service to all city residents. The proposed CenturyLink Franchise addresses build-out as follows:

- Complete Equitable Build-Out. Goal is to build-out the entire city over 5-year term, based on market success, with a significant investment targeted to areas below the median income in the city.
- Initial Minimum Build-Out Commitment. 15% of the city over two years.
 - CenturyLink must make its best effort to complete the initial deployment in a shorter period of time.
 - Equitable deployment to households in the City.
 - Must include a significant number of households below the medium income of the City.
 - CenturyLink permitted to serve more households than the initial commitment.
- Quarterly Meetings. Starting January 1, 2016, CenturyLink must meet with the City and show to the City's satisfaction:
 - Number of households capable of being served and actually served.
 - Compliance with anti-redlining requirements.
 - Maps and documentation "showing exactly where within the City the Grantee is currently providing cable service."
- Additional Build-Out Based on Market Success. Starting January 1, 2016, the CenturyLink build-out commitment will increase if its penetration rate is at least 27.5% in the areas that it is offering service.
 - Example: If CenturyLink is offering service to 60% of the City and CenturyLink has penetration of 30% in that area, then the build-out commitment will increase by 15%, to cover 75% of the city.
 - Additional build-out commitment continues until all households are served.
- Line Extension. No initial mandatory line extension, unless CenturyLink becomes the dominate cable provider. Then the City decides CenturyLink's build-out schedule, including a density requirement that is the same or similar to Comcast's density requirement.

The City may consider whether the Initial Minimum Build-Out Commitment of 15% of the City over two years is reasonable. CenturyLink claimed in its application that it initially would be providing service to a greater portion of the City. During negotiations however, CenturyLink was concerned about having too high a commitment in the franchise ordinance and that cities in Minnesota and elsewhere would use a greater commitment as a new standard. CenturyLink refused to increase the Initial Minimum Build-Out Commitment above 15%. However, the provisions related to Quarterly Meetings and Additional Build-Out Based on Market Success are designed to quicken and increase CenturyLink's initial Build-Out Commitment. The franchise also has provisions requiring that residents of the City be included in an equitable initial build commitment and that a significant number of households below the medium income of the city also be included in the initial build-out. CenturyLink must also use its best efforts to complete its initial build faster than two years.

Another issue related to the reasonable build-out is whether the penetration rate triggering additional build-out is reasonable. CenturyLink claims that it needs a penetration rate of 27.5% in order to commit to an additional mandatory build in the city. This penetration number is based on internal CenturyLink return on investment models. Given Comcast's penetration rate in the City is around 40-50 %, a penetration rate of 27.5% may be difficult to obtain and, therefore, it is possible that CenturyLink may not be required to build-out more than its initial commitment.

Economic redlining or "cherry picking" was identified as a concern through the public hearing process. As the Report noted, cherry picking is prohibited by the Federal Cable Act. *See* 47 U.S.C. § 541(a)(3). The proposed CenturyLink franchise prohibits cherry picking, identical to the Comcast franchise. To ensure compliance, CenturyLink has an additional \$500 per day penalty/liquidated damage for violating the build-out and economic redlining provisions of the Franchise.

The Report also described the State's level playing field statute, which requires competitive cable franchises not to be more favorable or less burdensome than an incumbent's franchise as it relates to franchise fees, support of public, educational, and governmental access television and the area served.

CenturyLink is required to pay a franchise fee of 5% of its Gross Revenues (Identical to Comcast Franchise). The Franchise Area is the entire city (Identical to Comcast Franchise). The Public, Educational, and Governmental ("PEG") Access Requirements of the CenturyLink franchise meet, and in places exceed, Comcast's franchise commitments. The CenturyLink PEG commitments are summarized as follows:

- Number of Access Channels. CenturyLink will provide 5 Access Channels (same number of Access Channels as Comcast).
- Format of Access Channels. CenturyLink will provide all 5 Access Channels in HD if the City sends them in HD format (Comcast will provide up to 2 Access Channels in HD over time).
- Electronic Programming Guide. CenturyLink will have similar requirement as Comcast.
- Channel Placement. CenturyLink will make all Access Channels accessible at Channel 20 through the "Coon Rapids Mosaic." The Access Channels will be physically located in the 8000s (Comcast has no mosaic and is required to have all the HD Access Channels located near the broadcast channels).
- Public Service Announcements. CenturyLink will allow the City to air PSAs on non-Access channels during periods of unsold/unused air time (Exceeds Comcast's commitment).
- Video On-Demand. CenturyLink will provide 25 hours of VOD (Exceeds Comcast's PEG commitment).
- PEG Support. CenturyLink will pay a PEG Fee in support of the Access Channels of \$2.23 adjusted by CPI starting in 2016. (Amount of funding identical to Comcast).

Overall, the CenturyLink cable franchise is substantially similar to the Comcast cable franchise in most respects. The following highlights the differences between the two cable franchises:

- Term. CenturyLink's Franchise term is 5 years. Comcast's term is 15+ years.
- Indemnification of the City. CenturyLink has an additional indemnification commitment that Comcast does not have.
- Access Channel Commitments. CenturyLink may provide more channels in HD than Comcast.

CenturyLink is providing 25 hours of VOD programming, while Comcast is not providing any. PEG support may be used for capital and operational support under the CenturyLink franchise.

- Twin Cities Metro PEG Interconnect Network. CenturyLink will provide a network to allow cities throughout the metro area to share live programming with one another. We believe this will be the only such network in the country.
- Penalties/Liquidated Damages. CenturyLink franchise has additional damages for violating the Build-Out and Economic Redlining provisions of the franchise that is not in the Comcast franchise.
- Build-Out. CenturyLink Franchise has a reasonable build-out commitment based on market success. Comcast does not have a build-out provision, as it built-out the City many years ago.
- Line Extension. The CenturyLink franchise does not have an immediate line extension requirement. The City will determine a line extension obligation similar to Comcast's line extension if CenturyLink obtains a 50% penetration level in the City. Comcast has a line extension requirement.

City code requires a cable franchise to be granted by ordinance. Further a public hearing must be held before granting a cable franchise. At a following meeting, the City should conduct a public hearing, then take action to approve or deny the proposed franchise ordinance and direct staff to draft findings consistent with its decision.

RECOMMENDATION

Staff recommends the City Council:

1. Introduce the CenturyLink Cable Franchise Ordinance.
2. Order a public hearing to be held on the November 17, 2015 at 7 p.m.

Attachments

CenturyLink Cable Franchise Ordinance

ORDINANCE NO.

**AN ORDINANCE GRANTING A FRANCHISE TO QWEST BROADBAND SERVICES, INC., D/B/A CENTURYLINK TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF COON RAPIDS, MINNESOTA, FOR THE PURPOSE OF PROVIDING CABLE SERVICE; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY IN CONJUNCTION WITH THE CITY'S RIGHT-OF-WAY ORDINANCE, IF ANY; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN; THEREBY AMENDING REVISED CITY CODE - 1982
BY ADDING CHAPTER 4-200**

The City of Coon Rapids does ordain:

Section 1. Revised City Code - 1982 is hereby amended by adding Chapter 4-200, Franchise to Qwest Broadband Services, Inc., d/b/a CenturyLink as follows: (additions double underlined)

CITY OF COON RAPIDS, MINNESOTA

CHAPTER 4-200

FRANCHISE TO QWEST BROADBAND SERVICES, INC.,
D/B/A CENTURYLINK

4-201 Statement of Intent and Purpose. For purposes of this Franchise, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural; and the masculine gender includes the feminine gender. Unless otherwise expressly stated, words not defined herein or in the City Code shall be given the meaning set forth in applicable law and, if not defined therein, the words shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

4-202 Short Title and Definitions.

(1) Short Title. This Franchise Ordinance shall be known and cited as the CenturyLink Cable Franchise Ordinance.

(2) Definitions. For purposes of this Franchise, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural; and the

masculine gender includes the feminine gender. Unless otherwise expressly stated, words not defined herein or in the City Code shall be given the meaning set forth in applicable law and, if not defined therein, the words shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

(3) "Actual Cost" means the incremental cost to the Grantee of materials, capitalized labor and borrowing necessary to install and construct fiber-optic lines, coaxial cable and/or equipment.

(4) "Affiliate" means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with the Grantee.

(5) "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 543(b)(7).

(6) "Cable Service" or "Service" means (1) the one-way transmission to Subscribers of video programming or other programming services; and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming services. Cable Service shall also include any video programming service for which a franchise from a local government is permitted under state law.

(7) "Cable System" or "System" means the facility of the Grantee consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service, which includes video programming and which is provided to multiple Subscribers within the City, but such term does not include: (1) a facility that only serves to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any Rights-of-Way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a System if such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (4) an open video system that complies with 47 U.S.C. § 573; (5) any facilities of any electric utility used solely for operating its electric utility system; or (6) a translator system which receives and rebroadcasts over-the-air signals. A reference to the System in this Franchise refers to any part of such System including, without limitation, Converters. The foregoing definition of "System" shall not be deemed to circumscribe or limit the valid authority of the City to regulate or franchise the activities of any other communications system or provider of communications service to the full extent permitted by law. "Cable System" or "System" as defined herein shall not be inconsistent with the definitions set forth in applicable law. Any reference to "Cable System" or "System" herein, which system is owned or operated by a Person other than the Grantee, shall be defined the same as this Subsection 4-202(2)(7). This definition shall include any facility that is a "cable system" under federal law or a "cable communications system" under state law.

(8) "City" means City of Coon Rapids, Minnesota, a municipal corporation, in the State of Minnesota, acting by and through its City Council, or its lawfully appointed designee.

(9) "City Code" means the Coon Rapids City Code, as amended from time to time.

(10) "City Council" means the governing body of the City.

(11) "Class IV Cable Channel" means the signaling path provided by a Cable System to transmit signals of any type from a Subscriber terminal to another point in the System.

(12) "Converter" means an electronic device (sometimes referred to as a receiver) which may serve as an interface between a System and a Subscriber's television monitor, and which may convert signals to a frequency acceptable to a television monitor of a Subscriber, and may by an appropriate selector, permit a Subscriber to view all signals of a particular service.

(13) "Coon Rapids System" means the Cable System operated pursuant to this Franchise and located in the City.

(14) "CPI" means the annual average of the Consumer Price Index for all Urban Consumers (CPI-U) for the Minneapolis-St. Paul CMSA, as published by the Bureau of Labor Statistics.

(15) "Drop" means the cable that connects the ground block on the Subscriber's residence or institution to the nearest feeder cable of the System.

(16) "Educational Access Channel" or Educational Channel" means any 6 MHz channel on a System set aside by the Grantee, and/or the City for Noncommercial educational use by educational institutions, as contemplated by applicable law.

(17) "FCC" means the Federal Communications Commission, its designee, and any legally appointed, designated or elected agent or successor.

(18) "Franchise" or Cable Franchise" means this ordinance, as may be amended from time to time, any exhibits attached hereto and made a part hereof, and the regulatory and contractual relationship established hereby.

(19) "Governmental Access Channel" or Governmental Channel" means any 6 MHz channel on the System set aside by the Grantee, and/or the City for Noncommercial use by the City or its delegatee.

(20) "Grantee" is Qwest Broadband Services, Inc., d/b/a CenturyLink, and its lawful successors, transferees or assignees.

(21) "Gross Revenues" means any and all revenues arising from or attributable to, or in any way derived directly or indirectly by the Grantee or its Affiliates, subsidiaries, or parent, or by any other entity that is a cable operator of the System, from the operation of the Grantee's System to provide Cable Services (including cash, credits, property or other consideration of any kind or nature). Gross Revenues include, by way of illustration and not limitation, monthly fees charged to Subscribers for any basic, optional, premium, per-channel, or per-program service, or other Cable Service; Installation, disconnection, reconnection, and change-in-service fees; Lockout Device fees; Leased Access Channel fees; late fees and administrative fees; fees, payments or other consideration received from programmers for carriage of programming on the System and accounted for as revenue under GAAP; revenues from rentals or sales of Converters or other equipment; fees related to commercial and institutional usage of the System or the I-Net; advertising revenues; interest; barter; revenues from program guides; franchise fees; and revenues to the System from home shopping, bank-at-home channels and other revenue sharing arrangements. Gross Revenues shall include revenues received by an entity other than the Grantee, an Affiliate or another entity that operates the System where necessary to prevent evasion or avoidance of the Grantee's obligation under this Franchise to pay the franchise fee. Gross Revenues shall not include: (i) to the extent consistent with generally accepted accounting principles, actual bad debt write-offs, provided, however, that all or part of any such actual bad debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected; (ii) any taxes on services furnished by the Grantee imposed by any municipality, state or other governmental unit, provided that franchise fees shall not be regarded

as such a tax; (iii) FCC regulatory fees; (iv) Subscriber credits, adjustments or refunds; or (v) refundable Subscriber deposits.

(22) "Household" means a distinct address in the Qwest Corporation ("QC") network database, whether a residence or small business, subscribing to or being offered cable service. Grantee represents and warrants that it has access to the QC network database and shall demonstrate to the City's reasonable satisfaction how the data required in Section 4-203 are calculated and reported using the QC network database.

(23) "Installation" means the connection of the System from feeder cable to the point of connection with the Subscriber Converter or other terminal equipment.

(24) "Leased Access Channel" means channels on the System which are designated or dedicated for use by a Person unaffiliated with the Grantee pursuant to 47 U.S.C. § 532.

(25) "Lockout Device" means an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable System.

(26) "Node" means the transition point between optical light transmission (fiber-optic cable) and the RF transmission (coaxial cable) of video and data signals being delivered to and received from the Subscriber's home, and all necessary equipment related to such transition point.

(27) "Noncommercial" means, in the context of PEG channels, that particular products and services are not promoted or sold. This term shall not be interpreted to prohibit a PEG channel operator or programmer from soliciting and receiving financial support to produce and transmit video programming on a PEG channel, or from acknowledging a contribution.

(28) "Normal Operating Conditions" means those service conditions that are within the control of the Grantee. Conditions that are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, maintenance, or upgrade of the System, and the development, operation or maintenance of the Grantee's telephone system. Conditions that are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions.

(29) "PEG" means public, educational, and governmental.

(30) "Person" means any individual, partnership, association, joint stock company, joint venture, domestic or foreign corporation, stock or non-stock corporation, limited liability company, professional limited liability corporation, or other organization of any kind, or any lawful successor or transferee thereof, but such term does not include the City.

(31) "Public Access Channel(s)" or "Access Channel(s)" means any channels on the System set aside by the Grantee, and/or the City for Noncommercial use by the general public, as contemplated by applicable law.

(32) "Right-of-Way" or "Rights-of-Way" means the surface, air space above the surface and the area below the surface of any public street, highway, lane, path, alley, sidewalk, avenue, boulevard, drive, court, concourse, bridge, tunnel, park, parkway, skyway, waterway, dock, bulkhead, wharf, pier, easement or similar property or waters within the City owned by or under control of the City, or dedicated for general public use by the City, including, but not limited to, any riparian right, which, consistent with the purposes for which it was created, obtained or dedicated, may be used for the purpose of installing, operating and maintaining a System. No reference herein to a "Right-of-Way" shall be deemed to be a representation or guarantee by the

City that its interest or other right to control or use such property is sufficient to permit its use for the purpose of installing, operating and maintaining the System.

(33) "Right-of-Way Ordinance" means any ordinance of the City codifying requirements regarding regulation, management and use of Rights-of-Way in the City, including registration, fees, and permitting requirements.

(34) "State" means the State of Minnesota, its agencies and departments.

(35) "Subscriber" means any Person who lawfully receives service via the System. In the case of multiple office buildings or multiple dwelling units, the term "Subscriber" means the lessee, tenant or occupant.

4-203 Grant of Authority and General Provisions.

(1) Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein and in applicable law. The Grantee shall comply with all provisions of this Franchise and applicable laws, regulations and codes. Failure of the Grantee to construct, operate and maintain a System as described in this Franchise, or to meet obligations and comply with all provisions herein, may be deemed a violation of this Franchise.

(a) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable City ordinance existing as of the Effective Date.

(b) Each and every term, provision or condition herein is subject to the provisions of state law, federal law, and local ordinances and regulations. The Municipal Code of the City, as the same may be amended from time to time, is hereby expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the City may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(c) This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions for use of the Rights-of-Way, should Grantee provide service other than cable service.

(d) The parties acknowledge that Grantee intends that Qwest Corporation ("QC"), an affiliate of Grantee, will be primarily responsible for the construction and installation of the facilities in the Rights-of-Way, constituting the cable communications system, which will be utilized by Grantee to provide cable service. Grantee promises, as a condition of exercising the privileges granted by this Franchise, that any affiliate of the Grantee, including QC, directly or indirectly involved in the construction, management, or operation of the cable communications system will comply with all applicable federal, state and local laws, rules and regulations regarding the use of the City's rights of way. The City agrees that to the extent QC violates any applicable laws, rules and regulations, the City shall first seek compliance directly from QC. In the event, the City cannot resolve these violations or disputes with QC, or any other affiliate of Grantee, then the City may look to Grantee to ensure such compliance. Failure by Grantee to ensure QC's or any other affiliate's compliance with applicable laws, rules and regulations shall be deemed a material breach of this Franchise by Grantee. To the extent Grantee constructs and installs facilities in the rights-of-way, such installation will be subject to the terms and conditions contained herein

(e) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(i) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

(ii) Any permit, agreement, or authorization required by the City for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(iii) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(f) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

(g) This Franchise does not authorize Grantee to provide telecommunications service, or to construct, operate or maintain telecommunications facilities. This Franchise is not a bar to imposition of any lawful conditions on Grantee with respect to telecommunications, whether similar, different or the same as the conditions specified herein. This Franchise does not relieve Grantee of any obligation it may have to obtain from the City an authorization to provide telecommunications services, or to construct, operate or maintain telecommunications facilities, or relieve Grantee of its obligation to comply with any such authorizations that may be lawfully required.

(2) Grant of Nonexclusive Authority.

(a) Subject to the terms of this Franchise, the City hereby grants the Grantee the right to own, construct, operate and maintain a System along the Rights-of-Way. The grant of authority set forth in this Franchise applies only to the Grantee's provision of Cable Service; provided, however, that nothing herein shall limit the Grantee's ability to use the System for other purposes not inconsistent with applicable law or with the provision of Cable Service; and provided further, that any local, State and federal authorizations necessary for the Grantee's use of the System for other purposes are obtained by the Grantee. This Franchise does not confer any rights other than as expressly provided herein, or as provided by federal, State or local law. No privilege or power of eminent domain is bestowed by this Franchise or grant. The System constructed and maintained by Grantee or its agents pursuant to this Franchise shall not interfere with other uses of the Rights-of-Way. The Grantee shall make use of existing poles and other aerial and underground facilities available to the Grantee to the extent it is technically and economically feasible to do so.

(b) Notwithstanding the above grant to use Rights-of-Way, no Right-of-Way shall be used by the Grantee if the City determines that such use is inconsistent with the terms, conditions, or provisions by which such Right-of-Way was created or dedicated, or with the present use of the Right-of-Way.

(c) This Franchise and the right it grants to use and occupy the Rights-of-Way shall not be exclusive and this Franchise does not, explicitly or implicitly, preclude the issuance of other franchises or similar authorizations to operate Cable Systems within the

City. Provided, however, that the City shall not authorize or permit another Person to construct, operate or maintain a Cable System on material terms and conditions which are, taken as a whole, more favorable or less burdensome than those applied to the Grantee.

(d) This Franchise authorizes only the use of Rights-of-Way. Therefore, the grant of this Franchise and the payment of franchise fees hereunder shall not exempt the Grantee from the obligation to pay compensation or fees for the use of City property, both real and personal, other than the Rights-of-Way; provided, however, that such compensation or fees are required by City ordinance, regulation or policy and are nondiscriminatory.

(e) Should any other multichannel video programming distributor ("MVPD") over which the City has regulatory jurisdiction provide Cable Service in the current cable service area, the City shall not grant more favorable terms, taken as a whole, to such MVPD than are granted to the Grantee. In the event that another Person operates a Cable System authorized by the City on terms and conditions that are, taken as a whole, more favorable or less burdensome than the terms and conditions applicable to the Grantee under this Franchise, the City shall adjust any such terms and conditions in any other Person's authorization or this Franchise so that the terms and conditions under which such Person operates, taken as a whole, are not more favorable or less burdensome than those that are applied to the Grantee.

(3) Lease or Assignment Prohibited. No Person may lease Grantee's System for the purpose of providing Cable Service until and unless such Person shall have first obtained and shall currently hold a valid Franchise or other lawful authorization containing substantially similar burdens and obligations to this Franchise, including, without limitation, a requirement on such Person to pay franchise fees on such Person's use of the System to provide Cable Services, to the extent there would be such a requirement under this Franchise if the Grantee itself were to use the System to provide such Cable Service. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section 4-231.

(4) Franchise Term. This Franchise shall be in effect for a period of five (5) years, such term commencing on the Effective Date specified in Section 4-203(10), unless sooner renewed, extended, revoked or terminated as herein provided.

(5) Compliance with Applicable Laws, Resolutions and Ordinances.

(a) The terms of this Franchise shall define the contractual rights and obligations of the Grantee with respect to the provision of Cable Service and operation of the System in the City. However, the Grantee shall at all times during the term of this Franchise be subject to the lawful exercise of the police powers of the City, the City's right to adopt and enforce additional generally applicable ordinances and regulations, and lawful and applicable zoning, building, permitting and safety ordinances and regulations. The grant of this Franchise does not relieve the Grantee of its obligations to obtain any generally applicable licenses, permits or other authority as may be required by the City Code, as it may be amended, for the privilege of operating a business within the City or for performing work on City property or within the Rights-of-Way, to the extent not inconsistent with this Franchise. Except as provided below, any modification or amendment to this Franchise, or the rights or obligations contained herein, must be within the lawful exercise of the City's police powers, as enumerated above, in which case the provision(s) modified or amended herein shall be specifically referenced in an ordinance of the City authorizing such amendment or modification. This Franchise may also be

modified or amended with the written consent of the Grantee as provided in Section 4-234(3) herein.

(b) The Grantee shall comply with the terms of any City ordinance or regulation of general applicability which addresses usage of the Rights-of-Way within the City which may have the effect of superseding, modifying or amending the terms of Section 4-204 and/or Section 4-224(5)(c) herein; except that the Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way that exceed burdens on similarly situated Right-of-Way users.

(c) In the event of any conflict between Section 4-204 and/or Section 4-224(5)(c) of this Franchise and any lawfully applicable City ordinance or regulation which addresses usage of the Rights-of-Way, the conflicting terms in Section 4-204 and/or Section 4-224(5)(c) of this Franchise shall be superseded by such City ordinance or regulation; except that the Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Public Rights-of-Way that exceed burdens on similarly situated Right-of-Way users.

(d) In the event any lawfully applicable City ordinance or regulation which addresses usage of the Rights-of-Way adds to, modifies, amends, or otherwise differently addresses issues addressed in Section 4-204 and/or Section 4-224(5)(c) of this Franchise, the Grantee shall comply with such ordinance or regulation of general applicability, regardless of which requirement was first adopted; except that the Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way that exceed burdens on similarly situated Rights-of-Way users.

(e) In the event the Grantee cannot determine how to comply with any Right-of-Way requirement of the City, whether pursuant to this Franchise or other requirement, the Grantee shall immediately provide written notice of such question, including the Grantee's proposed interpretation, to the City. The City shall provide a written response within ten (10) business days of receipt indicating how the requirements cited by the Grantee apply. The Grantee may proceed in accordance with its proposed interpretation in the event a written response is not received within thirteen (13) business days of mailing or delivering such written question.

(6) Rules of Grantee. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligations under this Franchise and applicable law, and to assure uninterrupted service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with provisions hereto, the rules of the FCC, the laws of the State of Minnesota, the City, or any other body having lawful jurisdiction.

(7) Territorial Area Involved. This Franchise is granted for the corporate boundaries of the City, as they exist from time to time.

(a) Reasonable Build-Out of the Entire City. The Parties recognize that Grantee, or its affiliate, has constructed a legacy communications system throughout the City that is capable of providing voice grade service. The Parties further recognize that Grantee or its affiliate must expend a significant amount of capital to upgrade its existing legacy communications system and to construct new facilities to make it capable of providing

cable service. Further, there is no promise of revenues from cable service to offset these capital costs. The Parties agree that the following is a reasonable build-out schedule taking into consideration Grantee's market success and the requirements of Minnesota state law.

(i) Complete Equitable Build-Out. Grantee aspires to provide cable service to all households within the City by the end of the initial term of this Franchise. In addition, Grantee commits that a significant portion of its investment will be targeted to areas below the median income in the City.

(ii) Initial Minimum Build-Out Commitment. Grantee agrees to be capable of serving a minimum of fifteen percent (15%) of the City's households with cable service during the first two (2) years of the initial Franchise term, provided, however that Grantee will make its best efforts to complete such deployment within a shorter period of time. This initial minimum build-out commitment shall include an equitable deployment to households throughout the City and to a significant number of households below the medium income in the City. Nothing in this Franchise shall restrict Grantee from serving additional households in the City with cable service;

(iii) Quarterly Meetings. Commencing January 1, 2016, and continuing throughout the term of this Franchise, Grantee shall meet quarterly with the City Manager, or his/her designee. At each quarterly meeting, Grantee shall present information acceptable to the City (to the reasonable satisfaction of the City) showing the number of households Grantee is presently capable of serving with cable service and the number of households that Grantee is actually serving with cable service. Grantee shall also present information acceptable to the City (to the reasonable satisfaction of the City) that Grantee is equitably serving all portions of the City in compliance with this subsection 4-203(7)(i). In order to permit the City to monitor and enforce the provisions of this section and other provisions of this Franchise, the Grantee shall promptly, upon reasonable demand, show to the City (to the City's reasonable satisfaction) maps and provide other documentation showing exactly where within the City the Grantee is currently providing cable service;

(iv) Additional Build-Out Based on Market Success. If, at any quarterly meeting, Grantee is actually serving twenty seven and one-half percent (27.5%) of the households capable of receiving cable service, then Grantee agrees the minimum build-out commitment shall increase to include all of the households then capable of receiving cable service plus an additional fifteen (15%) of the total households in the City, which Grantee agrees to serve within two (2) years from the quarterly meeting; provided, however, the Grantee shall make its best efforts to complete such deployment within a shorter period of time. For example, if, at a quarterly meeting with the City Manager, Grantee shows that it is capable of serving sixty percent of the households in the City with cable service and is actually serving thirty percent of those households with cable service, then Grantee will agree to serve an additional fifteen percent of the total households in the City no later than 2 years after that quarterly meeting (a total of 75% of the total households). This additional build-out based on market success shall continue until every household in the City is served;

(v) Line Extension. Grantee shall not have a line extension obligation until the first date by which Grantee is providing Cable Service to more than fifty percent (50%) of all subscribers receiving facilities based cable service from both the Grantee and any other provider(s) of cable service within the City. At that time, the City, in its reasonable discretion and after meeting with Grantee, shall determine the timeframe to complete deployment to the remaining households in the City, including a density requirement that is the same or similar to the requirement of the incumbent franchised cable operator.

(9) Written Notice. All notices, reports or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of the Grantee or the City's designated Franchise administrator, or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

<u>If to City:</u>	<u>City of Coon Rapids</u>
	<u>11155 Robinson Drive</u>
	<u>Coon Rapids, MN 55433</u>
	<u>Attention: City Manager</u>
<u>With copies to:</u>	<u>Michael R. Bradley</u>
	<u>Bradley Hagen & Gullikson, LLC</u>
	<u>1976 Wooddale Drive, Suite 3A</u>
	<u>Woodbury, MN 55125</u>
<u>If to Grantee:</u>	<u>Qwest Broadband Services, Inc. d/b/a CenturyLink</u>
	<u>1801 California St., 10th Floor</u>
	<u>Denver, CO 80202</u>
	<u>Attn: Public Policy</u>
<u>With copies to:</u>	<u>Qwest Broadband Services Inc., d/b/a CenturyLink</u>
	<u>200 S. 5th Street, 21st Floor</u>
	<u>Minneapolis, MN 55402</u>
	<u>Attn: Public Policy</u>

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

(10) Effective Date. This Franchise shall become effective after: (i) all conditions precedent to its effectiveness as an ordinance of the City have occurred; (ii) all conditions precedent to its execution are satisfied; (iii) it has been approved by the City Council in accordance with applicable law; and (iv) it has been accepted and signed by the Grantee and the City (the "Effective Date").

4-204 Construction Standards.

(1) Registration, Permits and Construction Codes.

(a) The Grantee shall strictly adhere to all State and local laws, regulations and policies adopted by the City Council applicable to the location, construction, installation, operation or maintenance of the System in the City. The City has the right to supervise all construction or installation work performed in the Rights-of-Way as it shall find necessary to ensure compliance with the terms of this Franchise and other applicable provisions of law and regulations.

(b) Failure to obtain permits or to comply with permit requirements shall be grounds for revocation of this Franchise, or any lesser sanctions provided herein or in any other applicable law, code or regulation.

(2) Restoration of Rights-of-Way and Property. Any Rights-of-Way, or any sewer, gas or water main or pipe, drainage facility, electric, fire alarm, police communication or traffic control facility of the City, or any other public or private property, which is disturbed, damaged or destroyed during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored, replaced, reconstructed or repaired by the Grantee, at its expense, to the same condition as that prevailing prior to the Grantee's work, to the extent consistent with applicable statutes and rules. It is agreed that in the normal course, with respect to fire and police department facilities and equipment, and water and sewer facilities, and other essential utilities and services, as determined by the City, such restoration, reconstruction, replacement or repairs shall be commenced immediately after the damage, disturbance or destruction is incurred, and the Grantee shall take diligent steps to complete the same, unless an extension of time is obtained from the appropriate City agency or department. In all other cases, reconstruction, replacement, restoration or repairs shall be commenced within no more than three (3) days after the damage, disturbance or destruction is incurred, and shall be completed as soon as reasonably possible thereafter. If the Grantee shall fail to perform the repairs, replacement, reconstruction or restoration required herein, the City shall have the right to put the Rights-of-Way, public or private property back into good condition. In the event City determines that the Grantee is responsible for such disturbance or damage, the Grantee shall be obligated to fully reimburse the City for required repairs, reconstruction and restoration.

(3) Conditions on Right-of-Way Use.

(a) Nothing in this Franchise shall be construed to prevent the City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating or repairing any sidewalk or other public work.

(b) All System transmission and distribution structures, lines and equipment erected by the Grantee within the City shall be located so as not to obstruct or interfere with the use of Rights-of-Way except for normal and reasonable obstruction and interference which might occur during construction and to cause minimum interference with the rights of property owners who abut any of said Rights-of-Way and not to interfere with existing public utility installations.

(c) The Grantee shall, at its sole expense, by a reasonable time specified by the City, protect, support, temporarily disconnect, relocate or remove any of its property when required by the City by reason of traffic conditions; public safety; Rights-of-Way construction; street maintenance or repair (including resurfacing or widening); change in Right-of-Way grade; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, tracks or any other type of government-owned communications or traffic control system, public work or improvement of government-owned utility; Right-of-Way vacation; or for any other purpose where the convenience of the City would be served thereby. If the Grantee fails, neglects or refuses to comply with the City's request, the City may protect, support, temporarily disconnect, relocate or remove the appropriate portions of the System at the Grantee's expense for any of the City's

incremental costs incurred as a result of the Grantee's failure to comply. Except for the City's gross negligence, the City shall not be liable to the Grantee for damages resulting from the City's protection, support, disconnection, relocation or removal, as contemplated in the preceding sentence.

(d) The Grantee shall not place poles, conduits or other fixtures of the System above or below ground where the same will interfere with any gas, electric, telephone, water or other utility fixtures and all such poles, conduits or other fixtures placed in any Right-of-Way shall be so placed as to comply with all lawful requirements of the City.

(e) The Grantee shall, upon request of any Person holding a moving permit issued by the City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same (except in the case where the requesting Person is the City for the purpose of moving a City-owned building, in which case no payment shall be required). The Grantee shall be given not less than ten (10) days' advance written notice to arrange for such temporary wire changes.

(f) To the extent consistent with generally applicable City Code provisions, rules and regulations, the Grantee shall have the right to remove, cut, trim and keep clear of its System trees or other vegetation in and along or overhanging the Rights-of-Way. However, in the exercise of this right, the Grantee agrees not to cut or otherwise injure said trees to any greater extent than is reasonably necessary. This Franchise does not give the Grantee any authority to remove trees on private property in the City. All trimming shall be performed at no cost to the City.

(g) The Grantee shall use its best efforts to give prior notice to any adjacent private property owners who will be negatively affected or impacted by Grantee's work in the Rights-of-Way.

(h) If any removal, relaying or relocation is required to accommodate the construction, operation or repair of the facilities of a Person that is authorized to use the Rights-of-Way, the Grantee shall, after thirty (30) days' advance written notice and payment of all costs by such Person, commence action to effect the necessary changes requested by the responsible entity. If multiple responsible parties are involved, the City may resolve disputes as to the responsibility for costs associated with the removal, relaying or relocation of facilities among entities authorized to install facilities in the Rights-of-Way if the parties are unable to do so themselves, and if the matter is not governed by a valid contract between the parties or any State or federal law or regulation.

(4) Use of Existing Poles and Undergrounding of Cable.

(a) Where existing poles, underground conduits, ducts or wire holding structures are available for use by the Grantee, but it does not make arrangements for such use, the City may require, through the established permit, or any other applicable procedure, the Grantee to use such existing poles and wireholding structures if the City determines that the public convenience would be enhanced thereby and the terms available to the Grantee for the use of such poles and structures are just and reasonable.

(b) The Grantee agrees to place its cables, wires or other like facilities underground, in the manner as may be required by the provisions of the City Code and City policies, procedures, rules and regulations, as amended from time to time, where all utility facilities are placed underground. The Grantee shall not place facilities, equipment or fixtures where they will interfere with any existing gas, electric, telephone, water,

sewer or other utility facilities or with any existing installations of the City, or obstruct or hinder in any manner the various existing utilities serving the residents of the City. To the extent consistent with the City Code, City policies, procedures, rules and regulations, System cable and facilities may be constructed overhead where poles exist and electric or telephone lines or both are now overhead. However, in no case may the Grantee install poles in areas of the City where underground facilities are generally used by the utilities already operating. If the City, at a future date, requires all electric and telephone lines to be placed underground in all or part of the City, the Grantee shall, within a reasonable time, similarly move its cables and lines, at no expense to the City, and shall not seek damages from the City for such compliance.

(5) Installation of Facilities.

(a) No poles, towers, conduits, amplifier boxes, pedestal mounted terminal boxes, similar structures or other wire-holding structures shall be erected or installed by the Grantee without obtaining any required permit or other authorization from the City.

(b) No placement of any pole or wireholding structure of the Grantee is to be considered a vested fee interest in the Rights-of-Way or in City property. Whenever feasible, all transmission and distribution structures, lines, wires, cables, equipment and poles or other fixtures erected by the Grantee within the City are to be so located and installed as to cause minimum interference with the rights and convenience of property owners.

(6) Safety Requirements.

(a) All applicable safety practices required by law shall be used during construction, maintenance and repair of the System. The Grantee agrees, at all times, to employ ordinary and reasonable care and to install and maintain in use commonly accepted methods and devices for preventing failures and accidents that are likely to cause damage or injuries to the public or to property. All structures and all lines, equipment and connections in the Rights-of-Way shall at all times be kept and maintained in a safe condition, consistent with applicable safety codes.

(b) The Grantee's construction, operation or maintenance of the System shall be conducted in such a manner as not to interfere with City communications technologies related to the health, safety and welfare of City residents.

(c) The Grantee shall install and maintain such devices as will apprise or warn Persons using the Rights-of-Way of the existence of work being performed on the System in Rights-of-Way.

(d) The Grantee shall be a member of the One Call Notification System (otherwise known as "Gopher State One Call") or its successor, and shall field mark the locations of its underground facilities upon request. Throughout the term of this Franchise, the Grantee shall identify the location of its facilities for the City at no charge to the City.

(7) Removal of Facilities at Expiration of Franchise. At the expiration of the term for which this Franchise is granted, or upon the expiration of any renewal or extension period which may be granted, the City shall have the right to require the Grantee, at the Grantee's sole expense: (i) to remove all portions of the System from all Rights-of-Way within the City; and (ii) to restore affected sites to their original condition. Should the Grantee fail, refuse or neglect to comply with the City's directive, all portions of the System, or any part thereof, may at the option of the City become the sole property of the City, at no expense to the City, or be removed.

altered or relocated by the City at the cost of the Grantee. The City shall not be liable to the Grantee for damages resulting from such removal, alteration or relocation.

4-205 Design Provisions.

(1) System Facilities and Equipment.

(a) Grantee shall develop, construct and operate a state-of-the-art cable communications system, constructed in accordance with Section 4-203(7)(i), which shall have at least the following characteristics:

(i) A modern design when built, utilizing an architecture that will permit additional improvements necessary for high-quality and reliable service throughout the Franchise term, and the capability to operate continuously on a twenty-four (24) hour a day basis without severe material degradation during operating conditions typical to the Minneapolis/St. Paul metropolitan area;

(ii) Standby power generating capacity at the headend. The Grantee shall maintain motorized standby power generators capable of powering all headend equipment for at least twenty-four (24) hours. The back-up power supplies serving the System shall be capable of providing power to the System for not less than three (3) hours per occurrence measured on an annual basis according to manufacturer specifications in the event of an electrical outage. The Grantee shall maintain sufficient portable motorized generators to be deployed in the event that the duration of a power disruption is expected to exceed three (3) hours;

(iii) Facilities of good and durable quality, generally used in high-quality, reliable systems of similar design;

(iv) A System that conforms to or exceeds all applicable FCC technical performance standards, as amended from time to time, which standards are incorporated herein by reference, and any other applicable technical performance standards. End of the line performance must meet or exceed FCC specifications at the end of the Subscriber Drop;

(v) A System shall, at all times, comply with applicable federal, State and local rules, regulations, practices and guidelines pertaining to the construction, upgrade, operation, extension and maintenance of Cable Systems, including, by way of example (but not limitation):

(a) National Electrical Code, as amended from time to time;
and

(b) National Electrical Safety Code (NESC, as amended from time to time.

(vi) Facilities and equipment sufficient to cure violations of FCC technical standards and to ensure that Grantee's System remains in compliance with the standards specified in subsection 4-205(1)(v);

(vii) Such facilities and equipment as necessary to maintain, operate and evaluate the Grantee's System for compliance with FCC technical and customer service standards, as such standards may hereafter be amended;

(viii) Status monitoring equipment to alert the Grantee when and

where back-up power supplies are being used, which capability shall be activated and used on or before the completion of the System Upgrade;

(ix) All facilities and equipment required to properly test the System and conduct an ongoing and active program of preventative maintenance and quality control, and to be able to quickly respond to customer complaints and resolve System problems;

(x) Antenna supporting structures designed in accordance with any applicable governmental building codes, as amended, and painted, lighted and erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration, the Federal Communications Commission and all other applicable codes and regulations;

(xi) Facilities and equipment at the headend allowing the Grantee to transmit or cablecast signals in substantially the form received, without substantial alteration or deterioration. For example, the headend should include equipment that will transmit color video signals received at the headend in color, stereo audio signals received at the headend in BTSC stereo format, and a signal received with a secondary audio track with both audio tracks;

(xii) The Grantee shall provide adequate security provisions in its Subscriber site equipment to permit parental control over the use of Grantee's Cable Service. The Grantee, however, shall bear no responsibility for the exercise of parental controls and shall incur no liability for any Subscriber's or viewer's exercise or failure to exercise such controls;

(xiii) Facilities and equipment capable of operating within the temperature ranges typical to the climate of the Coon Rapids area over the calendar year;

(xiv) The System shall be so constructed and operated that there is no perceptible deterioration in the quality of Public, Educational or Governmental Access Channel signals after delivery of such signals to the first interface point with an Institutional Network hub, Grantee's headend or the subscriber network, whichever is applicable, as compared with the quality of any other channel on the System. As used in this paragraph, "deterioration" refers to delivery that is within the control of the Grantee; and

(xv) The Grantee must have TDD/TYY (or equivalent) equipment at the company office, and a publicly listed telephone number for such equipment, that will allow hearing impaired customers to contact the company.

(2) Emergency Alert System. At all times during the term of this Franchise, Grantee shall provide and maintain an Emergency Alert System ("EAS"), consistent with applicable federal law and regulations including 47 C.F.R., Part 11, and any State of Minnesota Emergency Alert System Plan requirements. The EAS shall allow authorized officials to override the audio and video signals on all Channels to transmit and report emergency information. In the case of any sudden, unforeseen event that has the potential

to cause significant damage, destruction, or loss of life, Grantee shall make the EAS available without charge and in a manner consistent with any State of Minnesota Emergency Alert System Plan ("Plan") for the duration of such sudden, unforeseen event. Grantee shall cooperate with designated state officials to test the emergency override system, for periods not to exceed one minute in duration and not more than once every six months, and upon request by the City, provide verification of compliance with any State Plan. The City may identify authorized emergency officials for activating Grantee's EAS consistent with the State's Plan, and the City may also develop a local plan containing methods of EAS message distribution, subject to applicable laws.

(3) During construction activities related to the System, the Grantee shall attempt to identify and take into account the Cable Service interests of the business community within the City. The Grantee shall, in connection with the System construction, install conduit adequately sized to address future System rebuilds or System additions, with the intent to obviate the need to reopen the Rights-of-Way for construction and installation work.

(4) The City may request, as part of the System construction, that the Grantee remove from the Rights-of-Way, at its own expense, existing equipment, plant and facilities that will not be used in the future, whether activated or not. If any unused or deactivated equipment remains in Rights-of-Way after such City request and the Grantee's reasonable opportunity to remove, the City may remove such plant, facilities and equipment at the Grantee's expense. The Grantee may appeal any request to remove existing equipment, plant and facilities to the City Council and thereby stay City action until a final decision is issued by the City Council. In the event existing facilities, plant and equipment are left underground in the Rights-of-Way, the City may require the Grantee to provide accurate maps showing the location and the nature of the deactivated or unused facilities, plant and equipment, if such information has not already been provided to the City.

(5) The Grantee shall not assert or otherwise raise any claim before a court of competent jurisdiction or any administrative agency alleging that, as of the Effective Date of this Franchise, the minimum System design and performance requirements set forth in this Franchise are unenforceable under or inconsistent with then current applicable laws or regulations, or any orders or decisions of the FCC.

4-206 System Maintenance.

(1) The Grantee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. The Grantee shall use its best efforts to provide the City with at least twenty-four (24) hours' prior notice of a planned service interruption, except for a planned service interruption which will have a minimal impact on Subscribers, usually meaning affecting less than one hundred (100) Subscribers or less than a fifteen (15) minute interruption.

(2) Maintenance of the System shall be performed in accordance with the technical performance and operating standards established by FCC rules and regulations. Should the FCC choose to abandon this field and does not preempt the City's entry into this field, the City may adopt such technical performance and operating standards as its own, and the Grantee shall comply with them at all times.

4-207 System Tests and Inspections; Special Testing.

(1) Grantee shall perform all tests necessary to demonstrate compliance with the requirements of the Franchise and other performance standards established by law or regulation.

(2) The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise. In addition, the City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints regarding System construction, operations or installation work pertaining to such location(s). Such tests shall be limited to the particular matter in controversy. The City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to the Grantee or to the Subscribers of such testing.

(3) Before ordering such tests, the Grantee shall be afforded thirty (30) days following receipt of written notice to investigate and, if necessary, correct problems or complaints upon which tests were ordered. The City shall meet with the Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, the City wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or resolution of complaints, the tests shall be conducted at the Grantee's expense by a qualified engineer selected by the City and the Grantee, and Grantee shall cooperate in such testing.

(4) Unless otherwise provided in this Franchise, tests shall be supervised by the Grantee's chief technical authority, or designee, who shall certify all records of tests provided to the City.

(5) The Grantee shall provide the City with at least two (2) business days' prior written notice of, and opportunity to observe, any tests performed on the System, as it relates to Cable Service.

(6) Test results shall be filed with the City within fourteen (14) days of a written request by the City.

(7) If any test indicates that any part or component of the System fails to meet applicable requirements, the Grantee, without requirement of additional notice or request from the City, shall take corrective action, retest the locations and advise the City of the action taken and the results achieved by filing a written report certified by the Grantee's chief technical authority, or designee.

4-208 Drop Testing and Replacement. The Grantee shall replace, at no separate charge to an individual Subscriber, all Drops and/or associated passive equipment incapable of passing the full System capacity at the time a Subscriber upgrades service.

4-209 FCC Report. Unless otherwise required by the terms of this Franchise, the results of any tests required to be filed by Grantee with the FCC or in the Grantee's public file as it relates to Cable Service pursuant to this Franchise, shall upon request of the City also be filed with the City within ten (10) days of the request.

4-210 Non-voice Return Capability. Grantee is required to use cable and associated electronics having the technical capacity for nonvoice return communications.

4-211 Lockout Device. Upon the request of a Subscriber, the Grantee shall make a Lockout Device available at no additional charge, other than a charge for a Set Top Box.

4-212 Types of Service. Should the Grantee desire to change the selection of programs or services offered on any of its tiers, it shall maintain the mix, quality and level of services provided over the System. Any change in programs or services offered shall comply with all lawful conditions and procedures contained in this Franchise and in applicable law or regulations.

4-213 Uses of System. The Grantee shall, upon request of the City, advise the City of all active uses of the System, for both entertainment and other purposes, and the City shall have the right to conduct unannounced audits of such usage.

4-214 Additional Capacity. The Grantee shall notify the City in writing, in advance of the installation of any fiber optic capacity not contemplated by the initial design or System Upgrade, so that additional fibers may be installed on an Actual Cost basis for government and institutional use. If the City wishes to request additional fiber, it may notify the Grantee within fifteen (15) days of receipt of the Grantee's notification; provided, however, Grantee shall not be required to violate its or its affiliates telecommunications federal or state tariff.

4-215 Service Provisions.

(1) Customer Service Standards. The Grantee shall at all times comply with FCC customer service standards. In addition, the Grantee shall at all times satisfy all additional or stricter customer service requirements included in this Franchise and any customer service requirements set forth in any ordinance or regulation lawfully enacted by the City, upon 90 days' notice.

(2) Video Programming. Except as otherwise provided in this Franchise or in applicable law, all programming decisions remain the discretion of the Grantee, provided that the Grantee notifies the City and Subscribers in writing thirty (30) days prior to any channel additions, deletions or realignments unless otherwise permitted under applicable federal, State and local laws and regulations. Grantee shall cooperate with City and use best efforts to provide all Subscriber notices to the City prior to delivery to Subscribers. Location and relocation of the PEG channels shall be governed by Sections 4-216(1)(c) – 4-216(1)(d).

(3) Regulation of Service Rates.

(a) The City may regulate rates for the provision of Cable Service, equipment or any other communications service provided over the System to the extent allowed under federal or State law(s). The City reserves the right to regulate rates for any future services to the extent permitted by law.

(b) The Grantee shall provide at least one billing cycle prior written notice (or such longer period as may be specified in FCC regulations) to Subscribers and to the City of any changes in rates, regardless of whether or not the Grantee believes the affected rates are subject to regulation, except to the extent such notice requirement is specifically waived by governing law. Bills must be clear, concise and understandable, with itemization of all charges.

(4) Sales Procedures. The Grantee shall not exercise deceptive sales procedures when marketing Services within the City. In its initial communication or contact with a Subscriber or a non-Subscriber, and in all general solicitation materials marketing the Grantee or its Services as a whole, the Grantee shall inform the non-Subscriber of all levels of Service

available, including the lowest priced and free service tiers. The Grantee shall have the right to market door-to-door during reasonable hours consistent with local ordinances and regulations.

(5) Subscriber Inquiry and Complaint Procedures. The Grantee shall have a publicly listed toll-free telephone number which shall be operated so as to receive general public and Subscriber complaints, questions and requests on a twenty-four (24) hour-a-day, seven (7) days-a-week, 365 days a year basis. Trained representatives of the Grantee shall be available to respond by telephone to Subscriber and service inquiries.

(a) The Grantee shall maintain adequate numbers of telephone lines and personnel to respond in a timely manner to schedule service calls and answer Subscriber complaints or inquiries in a manner consistent with regulations adopted by the FCC and the City where applicable and lawful. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions, measured on a quarterly basis. Under Normal Operating Conditions, the customer will receive a busy signal less than three (3) percent of the time.

(b) Subject to the Grantee's obligations pursuant to law regarding privacy of certain information, the Grantee shall prepare and maintain written records of all complaints received from the city and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of the Grantee. The Grantee shall provide the City with a written summary of such complaints and their resolution upon request of City. As to Subscriber complaints, Grantee shall comply with FCC record-keeping regulations, and make the results of such record-keeping available to the City upon request.

(c) Excluding conditions beyond the control of the Grantee, the Grantee shall commence working on a service interruption within twenty-four (24) hours after the service interruption becomes known and pursue to conclusion all steps reasonably necessary to correct the interruption. The Grantee must begin actions to correct other service problems the next business day after notification of the service problem, and pursue to conclusion all steps reasonably necessary to correct the problem.

(d) The Grantee may schedule appointments for Installations and other service calls either at a specific time or, at a maximum, during a four-hour time block during the hours of 9:00 a.m. to 8:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturdays. The Grantee may also schedule service calls outside such hours for the convenience of customers. The Grantee shall use its best efforts to not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If the installer or technician is late and will not meet the specified appointment time, he/she must use his/her best efforts to contact the customer and reschedule the appointment at the sole convenience of the customer. Service call appointments must be met in a manner consistent with FCC standards.

(e) The Grantee shall respond to written complaints from the City in a timely manner, and provide a copy of each response to the City within thirty (30) days. In addition, the Grantee shall respond to all written complaints from Subscribers within (30) days of receipt of the complaint.

(6) Subscriber Contracts. The Grantee shall file with the City any standard form Subscriber contract utilized by Grantee. If no such written contract exists, the Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. The length and terms of any Subscriber contract(s) shall be available for public inspection during the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday.

(7) Service Credit.

(a) In the event a Subscriber establishes or terminates service and receives less than a full month's service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which service was rendered to the number of days in the billing cycle.

(b) If, for any reason, Service is interrupted for a total period of more than twenty-four (24) hours in any thirty (30) day period, Subscribers shall, upon request, be credited pro rata for such interruption.

(8) Refunds or Credits.

(a) Any refund checks shall be issued promptly, but not later than either:

(i) The Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier; or

(ii) The return of the equipment supplied by the Grantee if Service is terminated.

(b) Any credits for Service shall be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

(9) Late Fees. Fees for the late payment of bills shall not be assessed until after the Service has been fully provided. Late fee amounts on file with City shall not be adjusted by the Grantee without the City's prior approval.

(10) Notice to Subscribers.

(a) The Grantee shall provide each Subscriber at the time Cable Service is installed, and at least every twelve (12) months thereafter, the following materials:

(i) Instructions on how to use the Cable Service;

(ii) Billing and complaint procedures, and written instructions for placing a service call, filing a complaint or requesting an adjustment (including when a Subscriber is entitled to refunds for outages and how to obtain them);

(iii) A schedule of rates and charges, channel positions and a description of products and services offered, including any free or universal service;

(iv) Prices and options for programming services and conditions of subscription to programming and other services; and

(v) A description of the Grantee's installation and service maintenance policies, Subscriber privacy rights, delinquent Subscriber disconnect and reconnect procedures and any other of its policies applicable to Subscribers.

(vi) Copies of materials specified in the preceding subsection shall be provided to the City upon request.

(vii) All Grantee promotional materials, announcements and advertising of Cable Service to Subscribers and the general public, where price information is listed in any manner, shall be clear, concise, accurate and understandable.

(11) Exclusive Contracts and Anticompetitive Acts Prohibited.

(a) The Grantee may not require a residential Subscriber to enter into an exclusive contract as a condition of providing or continuing Cable Service.

(b) The Grantee shall not engage in acts prohibited by federal or State law that have the purpose or effect of limiting competition for the provision of Cable Service in the City.

(12) Office Availability and Drop Boxes. The Grantee shall install, maintain and operate, throughout the term of this Franchise, a single staffed payment center with regular business hours in the City at a location agreed upon by the City and the Grantee. Additional payment centers may be installed at other locations. The purpose of the payment center(s) shall be to receive Subscriber payments. All subscriber remittances at a payment center shall be posted to Subscribers' accounts within forty-eight (48) hours of remittance. Subscribers shall not be charged a late fee or otherwise penalized for any failure by the Grantee to properly credit a Subscriber for a payment timely made. The Grantee shall, at the request of and at no delivery or retrieval charge to a Subscriber, deliver or retrieve electronic equipment (e.g., Set Top Boxes and remote controls). After consultation with the City, the Grantee shall provide Subscribers with at least sixty (60) days' prior notice of any change in the location of the customer service center serving the City, which notice shall apprise Subscribers of the customer service center's new address, and the date the changeover will take place.

4-216 Access Channel(s) Provisions.

(1) (Public, Educational and Government Access.

(a) The City is hereby designated to operate, administer, promote, and manage PEG access programming on the Cable System.

(b) Within 120 days of the Effective Date, the Grantee shall provide six (6) channels (the "Access Channels") to be used for PEG access programming on the Basic Service Tier. The City has the sole discretion to designate the use of each Access Channel. Grantee shall provide a technically reliable path for upstream and downstream transmission of the Access Channels, which will in no way degrade the technical quality of the Access Channels, from an agreed upon demarcation point at the City's Master Control Center at the CTN Studio, and from any other designated Access providers' locations, to Grantee's headend, on which all Access Channels shall be transported for distribution on Grantee's subscriber network. The Access Channels shall be delivered without degradation to subscribers in the technical format (e.g. HD or SD) as delivered by the City and any designated Access provider to Grantee at each demarcation point at the CTN Studio and at the designated Access providers' locations. City agrees that Grantee shall be allowed to meet the obligations of Section 4-216(1)(b) by providing, free of charge and at no cost to the City, a direct fiber connection and necessary equipment to transmit PEG programming from the City's designated and permanent location of its Master Control Center to the Grantees headend ("PEG Origination Connection"). In the event Grantee is not able to obtain all of the PEG programming at the PEG Origination Connection, the Grantee agrees to undertake construction of direct connections and necessary equipment to each of the programming origination sites as identified on the effective date of this franchise, free of charge and at no cost to the City, within a reasonable period of time taking into consideration weather and related technical issues. The City will give Grantee written notice detailing the point of origination and the capability sought by the City.

(i) All of the Access Channels will be made available through a multi-channel display (i.e. a picture in picture feed) on a single TV screen called a "mosaic" (the "Coon Rapids Mosaic"), where a cable subscriber can access via an interactive video menu one of any of the 6 Access Channels. The Coon Rapids Mosaic will be located on Channel 20. The 6 Access Channels will be located at Channels 8047-8054. The Coon Rapids Mosaic will contain only Access Channels authorized by the City.

(ii) Grantee will make available to the City the ability to place detailed scheduled Access Channel programming information on the interactive channel guide by putting the City in contact with the electronic programming guide vendor ("EPG provider") that provides the guide service (currently Gracenote). Grantee will be responsible for providing the designations and instructions necessary to ensure the Access Channels will appear on the programming guide throughout the City and any necessary headend costs associated therewith. The City shall be responsible for providing programming information to the EPG provider.

(iii) For purposes of this Franchise, the term channel shall be as commonly understood and is not any specific bandwidth amount. The signal quality of the Access Channels shall be the same as the local broadcast channels, provided such signal quality is delivered to Grantee at the Access Channels' respective demarcation points.

(iv) Grantee will provide, at no cost to the City, air time on non-Access channels during periods in which ample unsold/unused air time on such channels exists for City public service announcements (PSAs). The City will provide a 30-second PSA prior to the start of each month on a mutually agreed-upon schedule.

(v) In the event Grantee makes any change in the Cable System and related equipment and facilities or in its signal delivery technology, which requires the City to obtain new equipment in order to be compatible with such change for purposes of transport and delivery of the Access Channels to the Grantee's headend, Grantee shall, at its own expense and free of charge to the City, or its designated entities, purchase such equipment as may be necessary to facilitate the cablecasting of the Access Channels in accordance with the requirements of the Franchise.

(vi) Neither the Grantee nor the officers, directors, or employees of the Grantee is liable for any penalties or damages arising from programming content not originating from or produced by the Grantee and shown on any public access channel, education access channel, government access channel, leased access channel, or regional channel.

(vii) Within one hundred twenty (120) days of a written request from the City, Grantee shall make available as part of Basic Service to all Subscribers a PEG Access Video-on Demand (PEG-VOD) Service and maintain a PEG-VOD system. The PEG-VOD system shall be connected by the Grantee such that:

(a) Twenty-five (25) hours of programming, or such greater amount as may be mutually agreed to by the parties, as designated and supplied by the City, or its Designated Access Provider to the Grantee may be electronically transmitted and/or transferred and stored on the PEG-VOD system; and

(b) A database of that programming may be efficiently searched and a program requested and viewed over the PEG-VOD system by any Subscriber in the City; and

(c) Programming submitted for placement on the PEG-VOD system shall be placed on and available for viewing from the PEG-VOD system within forty-eight (48) hours of receipt of said programming;

(d) The hardware and software described in Subsection 4-216(1)(b)(viii) below, shall be in all respects of the same or better technical quality as the hardware and software utilized by Grantee in the provision of any other video on demand services offered over the Cable System, and shall be upgraded at Grantee's cost, when new hardware or software is utilized on Grantee's Cable System for other video on demand services. Grantee shall provide reasonable technical assistance to allow for proper use and operation when encoding hardware or software is installed and/or upgraded at City's facilities.

(viii) To ensure compatibility and interoperability, the Grantee shall supply and maintain all necessary hardware and software to encode, transmit and/or transfer Government Access programming from the City to the PEG-VOD system. The City shall be responsible for all monitoring of any equipment provided under this Section, and notifying Grantee of any problems. Grantee shall provide all technical support and maintenance for the equipment provided to the City by Grantee under this Section. After notification of any equipment problems, Grantee shall diagnose and resolve the problem within forty eight (48) hours. Major repairs which cannot be repaired within the forty eight (48) hour timeframe shall be completed within seven (7) days of notice, unless, due to Force Majeure conditions, a longer time is required. "Major repairs" are those that require equipment to be specially obtained in order to facilitate the repairs. The quality of signal and the quality of service obtained by a Subscriber utilizing the PEG-VOD service shall meet or exceed the quality standards established for all other programming provided by the Grantee and as established elsewhere in this Franchise Agreement.

(c) The City shall have the right to rename, reprogram or otherwise change the use of these channels at any time, in its sole discretion, provided such use is Noncommercial and public, educational, governmental or religious in nature. Nothing herein shall diminish any rights of the City to secure additional PEG channels pursuant to Minn. Stat. § 238.084, which is expressly incorporated herein by reference.

(d) The Access Channels, including the Coon Rapids Mosaic channel, shall not be relocated without the consent of the City. If the City agrees to change the channel designation for Access Channels, the Grantee must provide at least three (3) months notice to the City prior to implementing the change, and shall reimburse the City and/or PEG entity for any reasonable costs incurred for: (i) purchasing or modifying equipment, business cards and signage; (ii) any marketing and notice of the channel change that the City reasonably determines is necessary; (iii) logo changes; and (iv) promoting, marketing and advertising the channel location of the affected Access Channel(s) during the twelve-month period preceding the effective date of the channel change.

Alternatively, the Grantee may choose to supply necessary equipment itself, provided such equipment is satisfactory to the City or PEG entity.

(e) In the event the Grantee makes any change in the System and related equipment and facilities or in signal delivery technology, which change directly or indirectly causes the signal quality or transmission of PEG channel programming or PEG services to fall below technical standards under applicable law, the Grantee shall, at its own expense, provide any necessary technical assistance, transmission equipment and training of PEG personnel, and in addition, provide necessary assistance so that PEG facilities may be used as intended, including, among other things, so that live and taped programming can be cablecasted efficiently to Subscribers.

(f) All PEG channels shall be transmitted in the same format as all other Basic Cable Service channels and shall be carried on the Basic Service tier and shall be provided to all cable subscribers regardless of the tier or package of Cable Service subscribed to by the subscriber.

(g) The City shall be responsible for switching PEG signals and Institutional Network transmissions.

4-217 PEG Support Obligations.

(1) Grantee shall pay a PEG Fee of \$2.23/subscriber/month ("PEG Fee") from the effective date until the franchise renews. Starting with the 2016 calendar year, the City may elect to increase this fee based on the Consumer Price Index. Any such election must be made in writing to the Franchisee no later than September 1st prior to the year in which the increase shall apply. In no event shall the monthly PEG Fee be in an amount different from the incumbent cable provider. The PEG Fee may be used for operational or capital support of PEG programming. The Grantee may recover the amount of this PEG support obligation via an itemization on Subscriber billing statements. The Grantee shall apply one PEG Fee on the master account for services delivered to non-dwelling bulk accounts, such as hotels, motels or hospitals. The Grantee shall calculate PEG Fees on a pro rata basis for bulk accounts in residential multiple dwelling unit ("MDU") buildings in the following manner: if the bulk rate for Basic Cable Service is one third (1/3) of the current residential rate, then a pro rated PEG Fee shall be added to the bulk bill for an MDU building in an amount equal to one third (1/3) of the current PEG Fee. If the bulk rate for Basic Cable Service is raised in any MDU building, the pro-rated PEG Fee in that building shall be recalculated and set based on the foregoing formula, regardless of any cap on per Subscriber PEG Fee amounts. Payments for the PEG Fee pursuant to this subsection shall be made quarterly on the same schedule as franchise fee payments.

(2) In the event any payment required by subsection 4-217(1) is not made on or before the required date, the Grantee shall pay, during the period such unpaid amount is owed, additional compensation and interest charges computed from such due date, at an annual rate of ten percent (10%). The Grantee waives any right to claim that any interest or penalties imposed hereunder constitute franchise fees within the meaning of 47 U.S.C. § 542. Failure to pay required PEG Fees shall also be a violation of this Franchise, subject to all sanctions herein.

4-218 Regional Channel 6. The Grantee shall designate standard VHF Channel 6 for uniform regional channel usage to the extent required by State law.

4-219 Leased Access Channels. The Grantee shall provide Leased Access Channels as required by federal and State law.

4-220 Grantee Use of PEG Studio.

(1) The City owns and operates a PEG studio and related facilities in City Hall. The Grantee may use the City's studio and associated equipment, free of charge, after (i) filing a written request with the City, and (ii) receiving the written approval of the City. The City, in its sole discretion, may approve or deny any request filed by the Grantee. As part of any approval, the City will designate the times and dates that the Grantee may utilize the PEG studio. The Grantee may choose one or more of these times and dates to utilize the City's PEG studio, and shall provide the City with prior written notice of the times and dates, if any, it selects. Any use of the PEG studio and PEG equipment by the Grantee shall be subordinate to the City's or any PEG entity's use thereof, and the City may cancel any program production or other work scheduled by the Grantee for any reason; provided that twelve (12) hours' prior notice of cancellation is furnished to the Grantee.

(2) In using the City's PEG studio and equipment, the Grantee shall be solely responsible for:

(a) Preparing scripts or other written materials needed for a particular program production;

(b) Supplying all personnel necessary for production and/or editing;

(c) Purchasing and/or constructing and delivering any sets or backdrops that are needed for a particular program production, if the City's standard sets and backdrops are not adequate;

(d) Producing any video footage or graphics to be included in a particular program;

(e) Providing any food and/or beverages to be consumed by program participants;

(f) Booking and transporting guests for program productions, and paying any guest's appearance or speaking fees; and

(g) Ensuring that all work begins and ends at the time(s) prescribed by the City.

(3) The Grantee and its producers shall be responsible for obtaining any required authorization(s) for the use of materials requiring rights from broadcast stations, national networks, sponsors, music licensing organizations, performers' representatives, authors, composers and copyright or trademark owners. Likewise, the Grantee and its producers shall obtain any authorizations necessary for the appearance of or reference to a Person in a particular program.

(4) The Grantee agrees to indemnify, defend and hold harmless the City and its officers, committees, boards, commissions, commissioners, elected and appointed officials, employees, agents and volunteers from and against any and all losses, liabilities, claims, obligations, costs and expenses (including attorney's fees) (i) which arise from or in connection with any claim that the content of the programming produced by the Grantee at the City's studio facilities infringes any criminal or civil law, copyright, trademark, trade name, trade secret or service mark or is obscene, defamatory or violates any rights of publicity or privacy, (ii) which arise from or in connection with any breach of contractual obligations to third parties, (iii) which arise from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities, or (iv) for any other injury

or damage in law or equity which claims result from the Grantee's use of the City's studio facilities and equipment.

(5) The Grantee agrees that in using the City's studio facilities and equipment, it shall at all times comply with applicable laws, standards, policies, rules and procedures, and any amendments thereto.

(6) Nothing in this Section 4-220 shall be deemed to create or continue a First Amendment forum and the City's studio facilities shall not be treated as such a forum. By executing this Franchise, the Grantee waives any rights it may have to assert that any actions of the City violate its First Amendment rights.

4-221 PEG Obligations. Except as expressly provided in this Franchise, the Grantee shall not make any changes in PEG support or in the transmission, reception and carriage of PEG channels and equipment associated therewith, without the consent of the City.

4-222 Costs and Payments not Franchise Fees. The parties agree that any costs to the Grantee associated with the provision of support for PEG access or the Institutional Network pursuant to Sections 4-216 to 4-223 of this Franchise do not constitute and are not part of a franchise fee and fall within one or more of the exceptions to 47 U.S.C. § 542.

4-223 Additional Municipal Services.

(1) Twin Cities Metro PEG Interconnect Network. Grantee shall provide a discrete, non-public, video interconnect network, from an agreed upon demarcation point at the City's Master Control Center at CTN Studios, to Grantee's headend. The video interconnect network shall not exceed 50 Mbps of allocated bandwidth, allowing PEG operators that have agreed with Grantee to share (send and receive) live and recorded programming for playback on their respective systems. Where available the Grantee shall provide the video interconnect network and the network equipment necessary for the high-priority transport of live multicast HD/SD video streams as well as lower-priority file-sharing. Grantee shall provide 50 Mbps bandwidth for each participating PEG entity to send its original programming, receive at least two additional multicast HD/SD streams from any other participating PEG entity, and allow the transfer of files. Each participating PEG entity is responsible for encoding its own SD/HD content in suitable bit rates to be transported by the video interconnect network without exceeding the 50 Mbps of allocated bandwidth.

(2) Cable Service to Public Buildings. Grantee shall, at no cost to the City, provide Basic Service and Expanded Basic Service (currently Prism Essentials) or equivalent package of Cable Service and necessary reception equipment to up to seven (7) outlets at CTN Studios and at City Hall and to each Independent School District at the current locations located in the City that originates PEG programming. Grantee shall, at no cost to the City, provide Basic Service and Expanded Basic Service (currently Prism Essentials) or equivalent package of Cable Service and necessary reception equipment to up to three (3) outlets at all other government buildings, schools and public libraries located in the City where Grantee provides Cable Service, so long as these government addresses are designated as a Household and no other cable communications provider is providing complementary service at such location. For purposes of this subsection, "school" means all State-accredited K-12 public and private schools. Outlets of Basic and Expanded Basic Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings; provided such distribution can be accomplished

without causing Cable System disruption and general technical standards are maintained. Such outlets may only be used for lawful purposes.

4-224 Operation and Administration Provisions.

(1) Administration of Franchise. The City's designated cable television administrator shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise. The City may issue such reasonable rules and regulations concerning the construction, operation and maintenance of the System as are consistent with the provisions of the Franchise and law.

(2) Delegated Authority. The City may appoint a citizen advisory body or may delegate to any other body or Person authority to administer the Franchise and to monitor the performance of the Grantee pursuant to the Franchise. The Grantee shall cooperate with any such delegatee of the City.

(3) Franchise Fee.

(a) During the term of the Franchise, the Grantee shall pay quarterly to the City or its delegatee a Franchise fee in an amount equal to five percent (5%) of its Gross Revenues.

(b) Any payments due under this provision shall be payable quarterly. The payment shall be made within thirty (30) days of the end of each of Grantee's fiscal quarters together with a report showing the basis for the computation. The City shall have the right to require further supporting information for each franchise fee payment.

(c) All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. The Grantee shall be responsible for providing the City all records necessary to confirm the accurate payment of franchise fees. The Grantee shall maintain such records for five (5) years, unless in the Grantee's ordinary course of business specific records are retained for a shorter period, but in no event less than three (3) years. If an audit discloses an overpayment or underpayment of franchise fees, the City shall notify the Grantee of such overpayment or underpayment. The City's audit expenses shall be borne by the City unless the audit determines that the payment to the City should be increased by more than five percent (5%) in the audited period, in which case the costs of the audit shall be borne by the Grantee as a cost incidental to the enforcement of the Franchise. Any additional amounts due to the City as a result of the audit shall be paid to the City within thirty (30) days following written notice to the Grantee by the City of the underpayment, which notice shall include a copy of the audit report. If the recomputation results in additional revenue to be paid to the City, such amount shall be subject to a ten percent (10%) annual interest charge. If the audit determines that there has been an overpayment by the Grantee, the Grantee may credit any overpayment against its next quarterly payment.

(d) In the event any franchise fee payment or recomputation amount is not made on or before the required date, the Grantee shall pay, during the period such unpaid amount is owed, the additional compensation and interest charges computed from such due date, at an annual rate of ten percent (10%).

(e) Nothing in this Franchise shall be construed to limit any authority of the City to impose any tax, fee or assessment of general applicability.

(f) The franchise fee payments required by this Franchise shall be in addition to any and all taxes or fees of general applicability. The Grantee shall not have or make any claim for any deduction or other credit of all or any part of the amount of said franchise fee payments from or against any of said taxes or fees of general applicability, except as expressly permitted by law. The Grantee shall not apply nor seek to apply all or any part of the amount of said franchise fee payments as a deduction or other credit from or against any of said taxes or fees of general applicability, except as expressly permitted by law. Nor shall the Grantee apply or seek to apply all or any part of the amount of any of said taxes or fees of general applicability as a deduction or other credit from or against any of its franchise fee obligations, except as expressly permitted by law.

(4) Access to Records. The City shall have the right to inspect, upon reasonable notice and during Grantee's administrative office hours, or require Grantee to provide within a reasonable time, on a confidential and proprietary basis, copies of any records maintained by Grantee or its Affiliates, including specifically Gross Revenues worksheets, and accounting and financial records maintained by Grantee which relate to compliance of System operations with this Franchise or other applicable law.

(5) Reports and Maps.

(a) The Grantee shall file with the City, at the time of payment of the Franchise Fee, a report of all Gross Revenues in a form and substance as required by City.

(b) The Grantee shall prepare and furnish to the City, at the times and in the form prescribed, such other reports with respect to Grantee's operations pursuant to this Franchise as the City may require. The City shall use its best efforts to protect non-public information all consistent with State and federal law.

(c) If required by the City, the Grantee shall make available and file with the City the maps, plats and permanent records of the location and character of all facilities constructed, including underground facilities, and Grantee make available to the City updates of such maps, plats and permanent records annually if changes have been made in the System.

(6) Periodic Evaluation.

(a) The City may require evaluation sessions at any time during the term of this Franchise, upon fifteen (15) days written notice to the Grantee.

(b) Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access channels, facilities and support, municipal uses of cable, Subscriber rates, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics the City deems relevant.

(c) As a result of a periodic review or evaluation session, upon notification from City, Grantee shall meet with City and undertake good faith efforts to reach agreement on changes and modifications to the terms and conditions of the Franchise which are legally, economically and technically feasible.

4-225 General Financial and Insurance Provisions.

(1) Performance Bond.

(a) At the time the Franchise becomes effective and at all times thereafter, until the Grantee has liquidated all of its obligations with the City, the Grantee shall furnish a bond to the City in the amount of \$100,000.00 in a form and with such sureties as are

reasonably acceptable to the City. This bond will be conditioned upon the faithful performance by the Grantee of its Franchise obligations and upon the further condition that in the event the Grantee shall fail to comply with any law, ordinance or regulation governing the Franchise, there shall be recoverable jointly and severally from the principal and surety of the bond any damages or loss suffered by City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorneys' fees and costs, up to the full amount of the bond, and further guaranteeing payment by the Grantee of claims, liens and taxes due the City which arise by reason of the construction, operation, or maintenance of the System. The rights reserved by the City with respect to the bond are in addition to all other rights the City may have under the Franchise or any other law. The City may, from year to year, in its sole discretion, reduce the amount of the bond.

(b) The time for Grantee to correct any violation or liability shall be extended by City if the necessary action to correct such violation or liability is, in the sole determination of City, of such a nature or character as to require more than thirty (30) days within which to perform, provided Grantee provides written notice that it requires more than thirty (30) days to correct such violations or liability, commences the corrective action within the thirty (30)-day cure period and thereafter uses reasonable diligence to correct the violation or liability.

(c) In the event this Franchise is revoked by reason of default of Grantee, City shall be entitled to collect from the performance bond that amount which is attributable to any damages sustained by City as a result of said default or revocation.

(d) Grantee shall be entitled to the return of the performance bond, or portion thereof, as remains sixty (60) days after the expiration of the term of the Franchise or revocation for default thereof, provided City has not notified Grantee of any actual or potential damages incurred as a result of Grantee's operations pursuant to the Franchise or as a result of said default.

(e) The rights reserved to City with respect to the performance bond are in addition to all other rights of City whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to the performance bond shall affect any other right City may have.

(2) Letter of Credit.

(a) On the Effective Date of this Franchise, the Grantee shall deliver to the City an irrevocable and unconditional Letter of Credit, in a form and substance acceptable to the City, from a National or State bank approved by the City, in the amount of \$25,000.00.

(b) The Letter of Credit shall provide that funds will be paid to the City upon written demand of the City, and in an amount solely determined by the City in payment for penalties charged pursuant to this Section, in payment for any monies owed by the Grantee to the City or any Person pursuant to its obligations under this Franchise, or in payment for any damage incurred by the City or any person as a result of any acts or omissions by the Grantee pursuant to this Franchise.

(c) In addition to recovery of any monies owed by the Grantee to the City or any Person or damages to the City or any Person as a result of any acts or omissions by the

Grantee pursuant to the Franchise, the City in its sole discretion may charge to and collect from the Letter of Credit the following penalties:

(i) For failure to timely complete the System construction as provided in this Franchise, unless the City approves the delay, the penalty shall be \$500.00 per day for each day, or part thereof, such failure occurs or continues.

(ii) For failure to provide data, documents, reports or information or to cooperate with City during an application process or system review or as otherwise provided herein, the penalty shall be \$250.00 per day for each day, or part thereof, such failure occurs or continues.

(iii) Fifteen (15) days following notice from City of a failure of Grantee to comply with construction, operation or maintenance standards, the penalty shall be \$250.00 per day for each day, or part thereof, such failure occurs or continues.

(iv) For failure to provide the services and the payments required by this Franchise, including, but not limited to, the implementation and the utilization of the PEG Access Channels, the penalty shall be \$250.00 per day for each day, or part thereof, such failure occurs or continues.

(v) For Grantee's breach of any written contract or agreement with or to the City, the penalty shall be \$250.00 per day for each day, or part thereof, such breach occurs or continues.

(vi) For failure to comply with the reasonable build-out provisions and for economic redlining in violation of Sections 4-203(7) and 4-232(1) and 47 U.S.C. § 541(a)(3): Five Hundred dollars (\$500) per day for each day or part thereof that such violation continues.

(vii) For failure to comply with any of the provisions of this Franchise, or other City ordinance for which a penalty is not otherwise specifically provided pursuant to this subsection 4-225(2)(c), the penalty shall be \$250.00 per day for each day, or part thereof, such failure occurs or continues.

(d) Each violation of any provision of this Franchise shall be considered a separate violation for which a separate penalty can be imposed, provided however, that Grantee will not be charged more than one penalty provision for each separate violation.

(e) Whenever the City determines that the Grantee has violated one or more terms, conditions or provisions of this Franchise, or for any other violation contemplated in subsection 4-225(2)(c) above, a written notice shall be given to Grantee informing it of such violation. At any time after thirty (30) days (or such longer reasonable time which, in the determination of the City, is necessary to cure the alleged violation) following local receipt of notice, provided the Grantee remains in violation of one or more terms, conditions or provisions of this Franchise, in the sole opinion of the City, the City may draw from the Letter of Credit all penalties and other monies due the City from the date of the local receipt of notice.

(f) Whenever the Letter of Credit is drawn upon, the Grantee may, within seven (7) days of the withdrawal, notify the City in writing that there is a dispute as to whether a violation or failure has in fact occurred. Such written notice by the Grantee to the City shall specify with particularity the matters disputed by Grantee. All penalties shall continue to accrue and the City may continue to draw from the Letter of Credit during any appeal pursuant to this subsection 4-225(2)(f).

(i) City shall hear Grantee's dispute within sixty (60) days and the City shall render a final decision within sixty (60) days thereafter.

(ii) Upon the determination of the City that no violation has taken place, the City shall refund to Grantee, without interest, all monies drawn from the Letter of Credit by reason of the alleged violation.

(g) If said Letter of Credit or any subsequent Letter of Credit delivered pursuant thereto expires prior to thirty (30) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than thirty (30) months after the expiration of this Franchise. The renewed or replaced Letter of Credit shall be of the same form and with a bank authorized herein and for the full amount stated in subsection 4-225(2)(a) of this Section.

(h) If the City draws upon the Letter of Credit or any subsequent Letter of Credit delivered pursuant hereto, in whole or in part, the Grantee shall replace or replenish to its full amount the same within ten (10) days and shall deliver to the City a like replacement Letter of Credit or certification of replenishment for the full amount stated in Section 4-225(2)(a) as a substitution of the previous Letter of Credit. This shall be a continuing obligation for any withdrawals from the Letter of Credit.

(i) If any Letter of Credit is not so replaced or replenished, the City may draw on said Letter of Credit for the whole amount thereof and use the proceeds as the City determines in its sole discretion. The failure to replace or replenish any Letter of Credit may also, at the option of the City, be deemed a default by the Grantee under this Franchise. The drawing on the Letter of Credit by the City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of the Grantee which are in default, shall not be a waiver or release of such default.

(j) The collection by City of any damages, monies or penalties from the Letter of Credit shall not affect any other right or remedy available to it, nor shall any act, or failure to act, by the City pursuant to the Letter of Credit, be deemed a waiver of any right of the City pursuant to this Franchise or otherwise.

4-226 Indemnification of City.

(1) The City and its officers, boards, committees, commissions, elected and appointed officials, employees, volunteers and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person, to the extent caused by Grantee's construction, operation, maintenance, repair or removal of the System or by any other action of Grantee with respect to this Franchise.

(2) Grantee shall indemnify, defend, and hold harmless the City and its officers, boards, committees, commissions, elected and appointed officials, employees, volunteers and agents from and against all liability, damages and penalties which they may legally be required to pay as a result of the City's exercise, administration or enforcement of the Franchise.

(3) Nothing in this Franchise relieves a Person, except the City, from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regrading or changing the line of a Right-of-Way or public place or with the construction or reconstruction of a sewer or water system. Related only to PEG programming, the Grantee shall not be required to indemnify the City for negligence or misconduct on the part of the City or its officers, boards, committees,

commissions, elected or appointed officials, employees, volunteers or agents, including any loss or claims.

(4) Related to PEG programming, the Grantee shall not be required to indemnify the City for negligence or misconduct on the part of the City or its officers, boards, committees, commissions, elected or appointed officials, employees, volunteers or agents, including any loss or claims.

(5) Grantee shall contemporaneously with this Franchise execute an Indemnity Agreement in the form of Exhibit A, which shall indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses arising out of the actions of the City in granting this Franchise. This obligation includes any claims by another franchised cable operator against the City that the terms and conditions of this Franchise are less burdensome than another franchise granted by the city or that this Franchise does not satisfy the requirements of applicable state law(s).

4-227 Insurance.

(1) As a part of the indemnification provided in Section 4-226, but without limiting the foregoing, Grantee shall file with City at the time of its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including broadcaster's/cablecaster's liability and contractual liability coverage, in protection of the Grantee, the City and its officers, elected and appointed officials, boards, commissions, commissioners, agents, employees and volunteers for any and all damages and penalties which may arise as a result of this Franchise. The policy or policies shall name the City as an additional insured, and in their capacity as such, City officers, elected and appointed officials, boards, commissions, commissioners, agents, employees and volunteers. The broadcasters'/cablecasters' liability coverage specified in this provision shall be subject to Section 9.3 above regarding indemnification of the City.

(2) The policies of insurance shall be in the sum of not less than \$1,000,000.00 for personal injury or death of any one Person, and \$2,000,000.00 for personal injury or death of two or more Persons in any one occurrence, \$1,000,000.00 for property damage to any one person and \$2,000,000.00 for property damage resulting from any one act or occurrence.

(3) The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after sixty (60) days advance written notice have been provided to the City.

4-228 Sale, Abandonment, Transfer and Revocation of Franchise.

(1) City's Right to Revoke.

(a) In addition to all other rights which City has pursuant to law or equity, City reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by City that:

(i) Grantee has violated material provisions(s) of this Franchise; or

(ii) Grantee has attempted to evade any of the provisions of the Franchise; or

(iii) Grantee has practiced fraud or deceit upon City.

(b) City may revoke this Franchise without the hearing required by Section 4-228(2)(b) herein if Grantee is adjudged a bankrupt.

(2) Procedures for Revocation.

(a) The City shall provide the Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. In the notice required herein, the City shall provide the Grantee with the basis for revocation.

(b) The Grantee shall be provided the right to a public hearing affording due process before the City Council prior to the effective date of revocation, which public hearing shall follow the thirty (30) day notice provided in subsection 4-228(2)(a) above. The City shall provide the Grantee with written notice of its decision together with written findings of fact supplementing said decision.

(c) Only after the public hearing and upon written notice of the determination by the City to revoke the Franchise may the Grantee appeal said decision with an appropriate state or federal court or agency.

(d) During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires or unless continuation of the Franchise would endanger the health, safety and welfare of any person or the public.

4-229 Abandonment of Service. The Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to the City. The Grantee may not abandon the System or any portion thereof without compensating the City for damages resulting from the abandonment, including all costs incident to removal of the System, if required by the City pursuant to Section 4-230.

4-230 Removal After Abandonment, Termination or Forfeiture.

(1) In the event of termination or forfeiture of the Franchise or abandonment of the System, the City shall have the right to require the Grantee to remove all or any portion of the System from all Rights-of-Way and public property within the City.

(2) If the Grantee has failed to commence removal of the System, or such part thereof as was designated by the City, within thirty (30) days after written notice of the City's demand for removal is given, or if the Grantee has failed to complete such removal within twelve (12) months after written notice of the City's demand for removal is given, the City shall have the right to apply funds secured by the Letter of Credit and Performance Bond toward removal and/or declare all right, title and interest to the System to be in the City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.

4-231 Sale or Transfer of Franchise.

(1) No sale or transfer of the Franchise, or sale, transfer or fundamental corporate change of or in Grantee, including, but not limited to, a fundamental corporate change in Grantee's parent corporation or any entity having a controlling interest in Grantee, the sale of a controlling interest in the Grantee's assets, a merger including the merger of a subsidiary and parent entity, consolidation or the creation of a subsidiary or affiliate entity, shall take place until a written request has been filed with the City requesting approval of the sale, transfer or

corporate change and such approval has been granted or deemed granted, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and/or assets to secure an indebtedness. Upon notice to the City, Grantee may undertake legal changes necessary to consolidate the corporate or partnership structures of its Minnesota/Wisconsin Systems provided there is no change in the controlling interests which could materially alter the financial responsibilities for the Grantee; provided, however, Grantee must seek approval of any transaction constituting a transfer under state law.

(2) Any sale, transfer, exchange or assignment of stock in Grantee, or Grantee's parent corporation or any other entity having a controlling interest in Grantee, so as to create a new controlling interest therein, shall be subject to the requirements of this Section 4-231. The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised. In any event, as used herein, a new "controlling interest" shall be deemed to be created upon the acquisition through any transaction or related group of transactions of a legal or beneficial interest of fifteen percent (15%) or more by one Person. Acquisition by one Person of an interest of five percent (5%) or more in a single transaction shall require notice to the City.

(3) The Grantee shall file, in addition to all documents, forms and information required to be filed by applicable law, the following:

(a) All contracts, agreements or other documents that constitute the proposed transaction and all exhibits, attachments or other documents referred to therein which are necessary in order to understand the terms thereof.

(b) A list detailing all documents filed with any state or federal agency related to the transaction including, but not limited to, the MPUC, the FCC, the FTC, the FEC, the SEC or MnDOT. Upon request, Grantee shall provide City with a complete copy of any such document; and

(c) Any other documents or information related to the transaction as may be specifically requested by the City

(4) The City shall have such time as is permitted by federal law in which to review a transfer request.

(5) Grantee shall reimburse City for all the reasonable legal, administrative, consulting costs and fees associated with the City's review of any request to transfer. Nothing herein shall prevent Grantee from negotiating partial or complete payment of such costs and fees by the transferee. Grantee may not itemize any such reimbursement on Subscriber bills, but may recover such expenses in its Subscriber rates.

(6) In no event shall a sale, transfer, corporate change or assignment of ownership or control pursuant to subsections 4-231(1) or 4-231(2) of this Section be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations hereunder.

(7) In the event of any proposed sale, transfer, corporate change or assignment pursuant to subsection 4-231(1) or 4-231(2), the City shall have the right to purchase the System for the value of the consideration proposed in such transaction. The City's right to purchase shall arise upon City's receipt of notice of the material terms of an offer or proposal for sale, transfer, corporate change or assignment, which Grantee has accepted. Notice of such offer or proposal must be conveyed to City in writing and separate from any general announcement of the transaction.

(8) The City shall be deemed to have waived its right to purchase the System pursuant to this Section only in the following circumstances:

(a) If City does not indicate to Grantee in writing, within sixty (60) days of receipt of written notice of a proposed sale, transfer, corporate change or assignment as contemplated in Section 4-231(7) above, its intention to exercise its right of purchase; or

(b) It approves the assignment or sale of the Franchise as provided within this Section.

(9) No Franchise may be transferred if the City determines the Grantee is in noncompliance of the Franchise unless an acceptable compliance program has been approved by City. The approval of any transfer of ownership pursuant to this Section shall not be deemed to waive any rights of City to subsequently enforce noncompliance issues relating to this Franchise.

(10) Any transfer or sale of the Franchise without the prior written consent of the City shall be considered to impair the City's assurance of due performance. The granting of approval for a transfer or sale in one instance shall not render unnecessary approval of any subsequent transfer or sale for which approval would otherwise be required.

4-232 Protection of Individual Rights.

(1) Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers (or group of potential subscribers) or general citizens on the basis of income, race, color, religion, national origin, sex, age, status as to public assistance, affectional preference or disability. Grantee shall comply at all times with all other applicable federal, State and City laws.

(2) Subscriber Privacy.

(a) No signals, including signals of any Channel, may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of and Channel activity planned for the purpose of monitoring individual viewing patterns or practices.

(b) No lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee or its agents for Grantee's service business use or to City for the purpose of Franchise administration, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

(c) Written permission from the Subscriber shall not be required for the conducting of System wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in subsection 4-232(2)(b).

4-233 Unauthorized Connections or Modifications Prohibited.

(1) Unauthorized Connections or Modifications Prohibited. It shall be unlawful for any firm, Person, group, company, corporation or governmental body or agency, without the express consent of the Grantee, to make or possess, or assist anybody in making or possessing, any unauthorized connection, extension or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the System or to receive services of the System without Grantee's authorization.

(2) Removal or Destruction Prohibited. It shall be unlawful for any firm, Person, group, company or corporation to willfully interfere, tamper with, remove, obstruct, or damage, or assist thereof, any part or segment of the System for any purpose whatsoever, except for any rights the City may have pursuant to this Franchise or its police powers.

(3) Penalty. Any firm, Person, group, company or corporation found guilty of violating this section may be fined not less than Twenty Dollars (\$20.00) and the costs of the action nor more than Five Hundred Dollars (\$500.00) and the costs of the action for each and every subsequent offense. Each continuing day of the violation shall be considered a separate occurrence.

4-234 Miscellaneous Provisions.

(1) Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with applicable federal, State and local laws and regulations.

(2) Work Performed by Others. All applicable obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such subcontractor or other performing work obtain any rights to maintain and operate a System or provide Cable Service. The Grantee shall provide notice to the City of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.

(3) Amendment of Franchise Ordinance. The Grantee and the City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 4-224(6) or at any other time if the City and the Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, State or local laws. Provided, however, nothing herein shall restrict the City's exercise of its police powers or the City's authority to unilaterally amend Franchise provisions to the extent permitted by law.

(4) Compliance with Federal, State and Local Laws.

(a) If any federal or State law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and City shall conform to State laws and rules regarding cable communications not later than one (1) year after they become effective, unless otherwise stated, and to conform to federal laws and regulations regarding cable as they become effective.

(b) In the event that federal or State laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Franchise, the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required or necessitated by law. In the event such federal or State law, rule or

regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City.

(c) If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City without further action by the City.

(d) The City and Grantee shall, at all times during the term of this Franchise, including all extensions and renewals thereof, comply with applicable federal, State and local laws and regulations.

(5) Non-enforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of City to enforce prompt compliance. City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.

(6) Rights Cumulative. All rights and remedies given to City by this Franchise or retained by City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

(7) Grantee Acknowledgment of Validity of Franchise. The Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes City has the power to make the terms and conditions contained in this Franchise.

(8) Force Majeure. The Grantee shall not be deemed in default of provisions of this Franchise or the City Code where performance was rendered impossible by war or riots, labor strikes or civil disturbances, floods or other causes beyond the Grantee's control, and the Franchise shall not be revoked or the Grantee penalized for such noncompliance, provided that the Grantee, when possible, takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible, under the circumstances, with the Franchise without unduly endangering the health, safety and integrity of the Grantee's employees or

property, or the health, safety and integrity of the public, the Rights-of-Way, public property or private property.

(9) Governing Law. This Franchise shall be governed in all respects by the laws of the State of Minnesota.

(10) Captions and References.

(a) The captions and headings of sections throughout this Franchise are intended solely to facilitate reading and reference to the sections and provisions of this Franchise. Such captions shall not affect the meaning or interpretation of this Franchise.

(b) When any provision of the City Code is expressly mentioned herein, such reference shall not be construed to limit the applicability of any other provision of the City Code that may also govern the particular matter in question.

(11) Rights of Third Parties. This Franchise is not intended to, and shall not be construed to, grant any rights to or vest any rights in third parties, unless expressly provided herein.

(12) Merger of Documents. This Franchise, and the attachments hereto, constitute the entire Franchise agreement between the City and the Grantee, and supersede all prior oral or written franchises and understandings.

4-234 Publication Effective Date; Acceptance and Exhibits.

(1) Publication. This Franchise shall be published in accordance with applicable local and Minnesota law.

(2) Acceptance.

(a) Grantee shall accept this Franchise within sixty (60) days of its enactment by the City Council unless the time for acceptance is extended by the City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes provided, however, this Franchise shall not be effective until all City ordinance adoption procedures are complied with and all applicable timelines have run for the adoption of a City ordinance. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights granted hereunder to the Grantee shall be null and void.

(b) Upon acceptance of this Franchise, the Grantee and the City shall be bound by all the terms and conditions contained herein. The Grantee agrees that this Franchise is not inconsistent with applicable law or regulations at the time it is executed.

(c) Grantee shall accept this Franchise in the following manner:

(i) This Franchise will be properly executed and acknowledged by Grantee and delivered to City.

(ii) With its acceptance, Grantee shall also deliver any grant payments, performance bond and insurance certificates required herein that are due but have not previously been delivered.

(3) Binding Acceptance. This Franchise shall bind and benefit the parties hereto and their respective authorized heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns.

Introduced this 4th day of November, 2015.

Adopted this _____ day of _____, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk

EXHIBIT A INDEMNITY AGREEMENT

INDEMNITY AGREEMENT made this ____ day of _____, 2015, by and between Qwest Broadband Services, Inc., a Delaware Corporation, party of the first part, hereinafter called "CenturyLink," and the City of Coon Rapids, a Minnesota Municipal Corporation, party of the second part, hereinafter called "City."

WITNESSETH:

WHEREAS, the City of Coon Rapids has awarded to Qwest Broadband Services, Inc. a franchise for the operation of a cable communications system in the City of Coon Rapids; and

WHEREAS, the City has required, as a condition of its award of a cable communications franchise, that it be indemnified with respect to all claims and actions arising from the award of said franchise.

NOW THEREFORE, in consideration of the foregoing promises and the mutual promises contained in this agreement and in consideration of entering into a cable television franchise agreement and other good and valuable consideration, receipt of which is hereby acknowledged, CenturyLink hereby agrees, at its sole cost and expense, to fully indemnify, defend and hold harmless the City, its officers, boards, commissions, employees and agents against any and all claims, suits, actions, liabilities and judgments for damages, cost or expense (including, but not limited to, court and appeal costs and reasonable attorneys' fees and disbursements assumed or incurred by the City in connection therewith) arising out of the actions of the City in granting a franchise to CenturyLink. This includes any claims by another franchised cable operator against the City that the terms and conditions of the CenturyLink franchise are less burdensome than another franchise granted by the City or that the CenturyLink Franchise does not satisfy the requirements of applicable federal, state, or local law(s). The indemnification provided for herein shall not extend or apply to any acts of the City constituting a violation or breach by the City of the contractual provisions of the franchise ordinance, unless such acts are the result of a change in applicable law, the order of a court or administrative agency, or are caused by the acts of CenturyLink.

The City shall give CenturyLink reasonable notice of the making of any claim or the commencement of any action, suit or other proceeding covered by this agreement. The City shall cooperate with CenturyLink in the defense of any such action, suit or other proceeding at the request of CenturyLink. The City may participate in the defense of a claim, but if CenturyLink provides a defense at CenturyLink's expense then CenturyLink shall not be liable for any attorneys' fees, expenses or other costs that City may incur if it chooses to participate in the defense of a claim, unless and until separate representation is required. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest, in accordance with the Minnesota Rules of Professional Conduct, between the City and the

counsel selected by CenturyLink to represent the City, Century Link shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by CenturyLink. Provided, however, that in the event that such separate representation is or becomes necessary, and City desires to hire a counselor any other outside experts or consultants and desires CenturyLink to pay those expenses, then City shall be required to obtain CenturyLink's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the parties agree that the City may utilize at any time, at its own cost and expense, its own attorney or outside counsel with respect to any claim brought by another franchised cable operator as described in this agreement.

The provisions of this agreement shall not be construed to constitute an amendment of the cable communications franchise ordinance or any portion thereof but shall be in addition to and independent of any other similar provisions contained in the cable communications franchise ordinance or any other agreement of the parties hereto. The provisions of this agreement shall not be dependent or conditioned upon the validity of the cable communications franchise ordinance or the validity of any of the procedures or agreements involved in the award or acceptance of the franchise, but shall be and remain a binding obligation of the parties hereto even if the cable communications franchise ordinance or the grant of the franchise is declared null and void in a legal or administrative proceeding.

It is the purpose of this agreement to provide maximum indemnification to the City under the terms set out herein and, in the event of a dispute as to the meaning of this Indemnity Agreement, it shall be construed, to the greatest extent permitted by law, to provide for the indemnification of the City by CenturyLink. This agreement shall be a binding obligation of and shall inure to the benefit of, the parties hereto and their successor's and assigns, if any.

QWEST BROADBAND SERVICES, INC.

Dated: _____, 2015

By: _____

Its: _____

[Signatures continue on following page]

STATE OF LOUISIANA

PARISH OF OUACHITA

The foregoing instrument was acknowledged before me this _____ day of 2015, by _____, the _____ of Qwest Broadband Services, Inc., a Delaware Corporation, on behalf of the corporation.

NOTARY PUBLIC _____

Print Name: _____
Bar Roll #/Notary ID #: _____
My Commission Expires: _____

CITY OF COON RAPIDS

By _____
Jerry Koch, Mayor

By _____
Matt Stemwedel, City Manager

Approved as to form:
David J. Brodie
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, Minnesota 55433
(763) 767-6495



City Council Regular

9.

Meeting Date: 11/04/2015

Subject: Consider Resolution 15-120 Approving MnDOT Agreement #1001638, Master Partnership Contract between the State of Minnesota and City of Coon Rapids

From: Sarah Greene, Administrative Assistant II

INTRODUCTION

City staff is requesting that the City Council consider entering into a Master Partnership Agreement with the Minnesota Department of Transportation (MnDOT). Subsequent to the execution of this Master Partnership Contract, the parties may enter into work order contracts; much like Master Contracting Agreements the City has in place for Citywide emergency repairs.

DISCUSSION

The attached Master Partnership Contract (MnDOT Agreement # 1001638) allows flexibility in the use of MnDOT resources to assist in providing the following services:

- Traffic signal operations and maintenance (painting, relamping, etc.)
- Right-of-way appraisal review reports
- Cultural resources services
- Environmental documentation
- Value engineering studies
- Bridge painting
- Asbestos removal
- Snowplow operator training
- Employee exchanges
- ADA upgrades for traffic signal
- Research and experimentation
- Facility, equipment, and data sharing
- Cooperative programs that promote efficiency, or that further develop innovation in transportation

The agreement has been prepared to formalize the relationship with regard to various services performed, such as professional and technical services, roadway maintenance, construction administration and emergency services. It will provide consistency in the approach to resolve needed repairs, speed up the process to ensure items are addressed in a timely manner, and allow staff to better manage the services provided by the various contractors the City and/or State retains on behalf of both parties. This agreement does not force the City to utilize MnDOT resources, nor does it cost anything. If circumstances arise that can be most efficiently resolved with their assistance, it provides another option to consider to complete a repair and/or analysis.

RECOMMENDATION

Staff recommends that the City Council approve the Master Partnership Agreement, MnDOT Agreement # 1001638, and corresponding Resolution 15-120, and authorize City officials to execute the agreement with the State of Minnesota through its Commissioner of Transportation beginning October 2015 and expiring June 30, 2017.

Attachments

MnDOT Agreement 1001638

Resolution 15-120

**STATE OF MINNESOTA
AND
CITY OF COON RAPIDS
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation hereinafter referred to as the "State" and the City of Coon Rapids, acting through its City Council, hereinafter referred to as the "Local Government".

Recitals

1. The parties are authorized to enter into this agreement pursuant to Minnesota Statutes §§15.061, 471.59 and 174.02.
2. Minnesota Statutes Section 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this Contract is a "road authority" as defined by Minnesota Statutes §160.02 (subd. 25).
4. Minnesota Statutes Section 161.39, subdivision 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minnesota Statutes §174.02 (subd. 6) authorizes the Commissioner of Transportation to enter into agreements with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally procure services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract provides a framework for the efficient handling of such requests. This Master Partnership Contract contains terms generally governing the relationship between the parties hereto. When specific services are requested, the parties will (unless otherwise specified herein) enter into a "Work Order" contracts.
7. Subsequent to the execution of this Master Partnership Contract, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this Master Partnership Contract to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Master Contract

1. Term of Master Contract; Use of Work Order Contracts; Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
- 1.2. A party must not accept work under this Contract until it is fully executed.
- 1.3. **Expiration Date.** This Contract will expire on June 30, 2017.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that engagement. A party must not begin work under a work order until such work order is fully executed. The terms of this Master Partnership Contract will apply to all work orders issued hereunder, unless specifically varied in the work order. The Local Government understands that this Master Contract is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this Master Contract will survive with respect to any Work Order issued prior to the expiration date of the Master Contract.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.

2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Technical services are limited to the following services:
 - 2.1.1. Pavement Striping, Sign and Signal Repair, Bridge Load Ratings, Bridge and Structure Inspections, Minor Bridge Maintenance, Minor Road Maintenance (such as guard rail repair and sign knockdown repair), Pavement Condition Data, Materials Testing and Carcass Removal.
 - 2.1.2. Every other service not falling under the services listed in 2.1.1 will require a Work Order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary labor additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.

- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minnesota Statutes §16C.08 (subd. 1) professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task”. Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party’s professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party’s own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific

project/engagement, although “on call” work orders may be prepared for certain types of services, especially for “Technical Services” items as identified section 2.1.2. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Local Government will not be paid for work performed prior to execution of a work order and authorization by the State.

4. Responsibilities of the Providing Party

The party requesting the work will be referred to as the “Requesting Party” and the party performing the work will be referred to as the “Providing Party”. Each work order will set forth particular requirements for that project/engagement.

- 4.1. ***Terms Applicable to ALL Work Orders.*** The terms in this section 4.1 will apply to ALL work orders.
- 4.1.1. Each work order will identify an Authorized Representative for each party. Each party’s authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this Master Contract or the work order.
- 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party’s authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
- 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minnesota Statutes Section 161.39. The work order may require the Local Government to deposit payment in advance or may, at the State’s option, permit payment in arrears. If the State furnishes the services requested, the Local Government will promptly pay the State to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current State labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed is considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued hereunder, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. ***Additional Terms for Roadway Maintenance.*** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by agreement or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.

- 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
- 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work orders for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts
- 4.3.7. Unless otherwise agreed in a Work Order, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
- 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no

liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.

- 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
- 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, NPDES and other environmental permits.
- 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and/or inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary labor additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary labor additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this Master Contract will not exceed \$50,000.00.

- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment.**
- 7.4.1. **Generally.** The **Requesting Party** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
- 7.4.2. **Payment by the Local Government.**
- 7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.
- 7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**
- 7.4.2.3. Remit payment to the address below:
- MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1001638 and Invoice Number #####
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
- 7.4.3.1. **Generally.** The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
- 7.4.3.2. **Retainage for Professional and Technical Services.** For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subdivision 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts

- 9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.
- 9.2. The Local Government's Project Manager will be identified in each work order contract.

10. State's Authorized Representative and Project Manager

- 10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 10.2. The State's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. *Assignment.* Neither party may assign or transfer any rights or obligations under this Master Contract or any work order contract without the prior consent of the other and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Master Contract, or their successors in office.
- 11.2. *Amendments.* Any amendment to this master contract or any work order 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 contract, or their successors in office.
- 11.3. *Waiver.* If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. *Contract Complete.* This master contract and any work order contract contain all negotiations and agreements between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability.

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minnesota Statutes chapter 466 and other applicable law. The State's liability is governed by Minnesota Statutes section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minnesota Statutes §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minnesota Statutes §471.59 subdivision 1a will apply to any work undertaken under this Master Contract and any work order issued hereunder.

13. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Master Contract.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Local Government 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 Master Contract and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Master Contract and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.
- 14.2. **Intellectual Property Rights**
- 14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party’s ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.
- 14.2.2. **Obligations with Respect to Intellectual Property.**
- 14.2.2.1. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- 14.2.2.2. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minnesota Statutes §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this Master Contract, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

- 15.1. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 15.2. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.3. **Minn. R. Parts 5000.3400-5000.3600.**
 - 15.3.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - 15.3.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
 - 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota

Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

- 15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- 15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers' Compensation

Each party will be responsible for its own employees for any workers compensation claims. This Master Contract, and any work orders issued hereunder, are not intended to constitute an interchange of government employees under Minnesota Statutes §15.53. To the extent that this Master Contract, or any work order issued hereunder, is determined to be subject to Minnesota Statutes §15.53, such statute will control to the extent of any conflict between the Contract and the statute.

17. Publicity

- 17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party 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 Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act.** Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

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

19. Prompt Payment; Payment to Subcontractors

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

- 20. Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. Termination; Suspension

- 21.1. ***Termination by the State for Convenience.*** The State or commissioner of Administration may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. ***Termination by the Local Government for Convenience.*** The Local Government may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.3. ***Termination for Insufficient Funding.*** The State may immediately terminate or suspend this Master Contract and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government 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 master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Local Government consents to disclosure of its 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 Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this Master Contract, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

[The balance of this page has intentionally been left blank – signature page follows]

LOCAL GOVERNMENT

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

(with delegated authority)

Title: Division Director

Date: _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Date: _____

RESOLUTION NO. 15-120

**A RESOLUTION AUTHORIZING THE CITY OF COON RAPIDS
TO ENTER INTO A MASTER PARTNERSHIP CONTRACT WITH THE
MINNESOTA DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDot and local governments are authorized by Minnesota Statutes sections 471.59, 174.02 and 161.20 to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

NOW, THEREFORE, BE IT RESOLVED that the City of Coon Rapids enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the City Council.

BE IT FURTHER RESOLVED that the Mayor and City Manager are authorized to execute such contract and any amendments thereto.

BE IT FURTHER RESOLVED that the Public Works Director is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and the Public Works Director may execute such work order contracts on behalf of the City of Coon Rapids without further approval by the City Council.

Adopted by the Coon Rapids City Council this 4th day of November, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

10.

Meeting Date: 11/04/2015

Subject: Consider Easement Agreements for Project 15-15, Intersection Improvement at Northdale Boulevard and Redwood Street

Submitted For: Tim Himmer, Public Works Director

From: Sarah Greene, Administrative Assistant II

INTRODUCTION

The City Council is being asked to approve temporary and permanent easement agreements from ten properties along Northdale Boulevard and Redwood Street NW. These easements are required to facilitate construction of a traffic signal at this intersection as part of City improvement project 15-15.

DISCUSSION

On July 7, 2015, Council approved a Joint Powers Agreement (JPA) between the City of Coon Rapids (City) and Anoka County (County) for intersection signalization at CSAH 11 (Northdale Boulevard NW) and Redwood Street NW. Per MnDOT requirements, Council adopted an ordinance and corresponding resolution restricting parking on both sides of Northdale Boulevard between Redwood Street and Quince Street on August 18, 2015.

This intersection signalization project is being completed in conjunction with the Sand Creek Park redevelopment to improve site access and pedestrian safety. Improvements are shown on the attached conceptual layout 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 Boulevard extending west to the railroad tracks.

Staff has personally met with area residents to discuss impacts to their properties, and negotiate in good faith to arrive at fair and reasonable compensation. The attached agreements address the need to acquire all temporary and permanent easements for the project at the following locations:

- 843 Northdale Boulevard NW (PIN 14-31-24-11-0007)
- 845 Northdale Boulevard NW (PIN 14-31-24-11-0006)
- 852 Northdale Boulevard NW (PIN 14-31-24-11-0024)
- 915 Northdale Boulevard NW (PIN 14-31-24-11-0056)
- 921 Northdale Boulevard NW (PIN 14-31-24-11-0055)
- 923 Northdale Boulevard NW (PIN 14-31-24-11-0060)
- 935 Northdale Boulevard NW (PIN 14-31-24-11-0059)
- 937 Northdale Boulevard NW (PIN 14-31-24-11-0058)
- 941 Northdale Boulevard NW (PIN 14-31-24-11-0057)
- 11655 Redwood Street NW (PIN 14-31-24-11-0046)

The total amount to acquire the necessary temporary and permanent easements is \$29,958.00.

It should be noted that one additional easement will be necessary for placement of a sign that was required as part of the County's plan review. The property owner for this easement location has been contacted and staff will be starting the formal acquisition process with them. As soon as staff and the property owner reach agreement on terms of the acquisition it will be brought back to Council for approval.

RECOMMENDATION

Staff recommends that the City Council accept temporary and permanent easements for dedication of right-of-way detailed herein, and authorize the execution of the agreements between the City of Coon Rapids and landowners of the properties listed above.

BUDGET IMPACT:

Under the terms of the JPA, these acquisitions are solely the City's responsibility and will be funded from the Revolving Construction Fund.

Attachments

843 Northdale Boulevard

845 Northdale Boulevard

852 Northdale Boulevard

915 Northdale Boulevard

921 Northdale Boulevard

923 Northdale Boulevard

935 Northdale Boulevard

937 Northdale Boulevard

941 Northdale Boulevard

11655 Redwood Street

EASEMENT AGREEMENT

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THIS INDENTURE, made this _____ day of _____, 2015, between MARK S. KUBES AND DEBRA M. KUBES, husband and wife, herein referred to as the “Landowners”, and the CITY OF COON RAPIDS, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City".

WITNESSETH:

That the said Landowners in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto the said City, its successors and assigns, forever, a permanent easement for drainage and utility, trail, sidewalk, snow storage and right-of-way purposes over, under and across the following described property:

That part of the Northeast Quarter of the Northeast Quarter of Section 14 Township 31 Range 24 West of the 5th Principal Meridian, Anoka County, Minnesota, described as follows:

Commencing at the most southeast corner of Lot 1 Block 7 Sand Creek Estates Second Addition, plat document (716133); thence South 0 degrees 11 minutes 53 seconds West a distance of 7.42 feet; thence South 66 degrees 38 minutes 41 seconds East a distance of 20.19 feet; thence South 60 degrees 56 minutes 01 seconds East a distance of 69.56 feet to the point of beginning; thence South 60 degrees 56 minutes 01 seconds East a distance of 33.03 feet to the intersection with existing right of way of said Northdale Boulevard and there terminating.

The total area of said easement to be 52.77 square feet.

EXEMPT FROM STATE DEED TAX

This easement shall convey to the City, its contractors, agents, officers and employees the right to enter upon said premises at all reasonable times for the purpose of construction, grading, sloping and restoration purposes, and all such purposes ancillary thereto, together with the right of said City, its contractors, agents, officers and employees to remove trees, brush, undergrowth and other obstructions from the easement area, as well as the right to deposit earthen materials within the easement area.

The City agrees to indemnify and hold the Landowners harmless from damages or claims resulting directly and solely from the use of the easements. This indemnification, however, shall not include and the City shall not be responsible for any and all costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the property prior to the date hereof and which were not caused by the City.

Upon the completion of any construction, maintenance, or replacement project, the City will restore any disturbed areas including, but not limited to, the replacement of any damaged turf areas and plantings.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowners, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

And the said Landowners, for themselves, their successors and assigns, do covenant with the City, its successors and assigns, that they are well seized in fee of the lands and premises aforesaid and have good right to grant and convey the easement herein to said City.

IN WITNESS WHEREOF, the said Landowners have caused this agreement to be executed as of the day and year first above written.

By: _____
Mark S. Kubes

By: _____
Debra M. Kubes

[Signatures continue on following page]

CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, before me a Notary Public within and for said County, personally appeared Mark S. Kubes and Debra M. Kubes, husband and wife.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, before me a Notary Public within and for said County, personally appeared Jerry Koch and Matt Stemwedel, the Mayor and City Manager for the City of Coon Rapids, a municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

Notary Public

This instrument was Drafted by:

David J. Brodie
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, Minnesota 55433
(763) 767-6495

Accepted by the Coon Rapids City Council the _____ day of _____, 2015.

Joan Lenzmeier, City Clerk

TEMPORARY EASEMENT

THIS INDENTURE made and entered into this ____ day of _____, 2015, by and between DENNIS L. JACOBSON AND M. A. JACOBSON, husband and wife, herein referred to as “Landowners”, and the CITY OF COON RAPIDS, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City”.

WITNESSETH:

That for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Landowners hereby give and grant unto the City a 1,572.52 square foot temporary construction easement for purposes associated with the planned intersection improvement of Northdale Boulevard and Redwood Street to include the right of the City, its contractors, agents, officers, and employees to enter upon said property at all reasonable times for the purpose of construction, grading, sloping and restoration purposes, and all such purposes ancillary thereto, together with the right to remove trees, brush, undergrowth and other obstructions from the easement area, as well as the right to deposit earthen materials within the easement area.

Said temporary construction easement is over a portion of Landowners’ property located on Northdale Boulevard, Anoka County, Minnesota, said construction easement being more fully described as follows:

That part of the Northeast Quarter of the Northeast Quarter of Section 14 Township 31 Range 24 West of the 5th Principal Meridian, Anoka County, Minnesota, described as follows:

Commencing at the most southeast corner of Lot 1 Block 7 Sand Creek Estates Second Addition, plat document (716133); thence northerly along the West line of the East 10.00 acres of that part of said Northeast Quarter a distance of 8.68 feet; thence South 66 degrees 38 minutes 41 seconds East a distance of 90.81 feet and there ending.

Subject to easements of record.

EXEMPT FROM STATE DEED TAX

NOW, THEREFORE, said easement and right-of-way is granted upon the following terms and conditions:

1. The City agrees to indemnify and hold the Landowners harmless from damages or claims resulting directly and solely from the City’s use of the easements. This indemnification, however, shall not include and the City shall not be responsible for any and all costs, expenses,

damages, demands, obligations, including penalties and reasonable attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the property prior to the date hereof and which were not caused by the City.

2. Landowners reserve the right to use and enjoy the property affected by said easement except insofar as such use and enjoyment does not unreasonably interfere with the exercise of the rights herein granted to the City.

3. This temporary easement and right-of-way is from October 1, 2015 through October 1, 2016 at which time the easement and right-of-way herein granted shall automatically terminate except the City shall continue to be obligated to Landowners under Paragraphs 1 and 4 hereof for any claims, loss, liability, demands, costs and damages arising out of the City's use or any necessary repairs due to the Landowners' property.

4. The City shall, upon completion of construction repair any damage to and/or restore the Landowners' property to its original condition so far as is reasonably practicable with the exception of any grade changes, bank sloping, ditching, fills, slope construction, and any removal of earth, other materials, trees and vegetation.

5. The right of easement and right-of-way herein is granted subject to prior rights, conditions, covenants, easements, and encumbrances, if any, to which the Landowners' property is subject.

6. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowners, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

7. This easement shall run with the land and shall be binding upon the parties hereto, their successors and assigns, until terminated as provided herein.

By: _____
Dennis L. Jacobson

By: _____
M. A. Jacobson

[Signatures continue on following page]

CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, before me a Notary Public within and for said County, personally appeared Dennis L. Jacobson and M. A. Jacobson, husband and wife.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, before me a Notary Public within and for said County, personally appeared Jerry Koch and Matt Stemwedel, the Mayor and City Manager for the City of Coon Rapids, a municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

Notary Public

This instrument was Drafted by:

David J. Brodie
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, Minnesota 55433
(763) 767-6495

EASEMENT AGREEMENT

()

THIS INDENTURE, made this _____ day of _____, 2015, between DENNIS L. JACOBSON AND M. A. JACOBSON, husband and wife, herein referred to as the “Landowners”, and the CITY OF COON RAPIDS, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City".

WITNESSETH:

That the said Landowners in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto the said City, its successors and assigns, forever, a permanent easement for drainage and utility, trail, sidewalk, snow storage and right-of-way purposes over, under and across the following described property:

That part of the Northeast Quarter of the Northeast Quarter of Section 14 Township 31 Range 24 West of the 5th Principal Meridian, Anoka County, Minnesota, described as follows:

Commencing at the most southeast corner of Lot 1 Block 7 Sand Creek Estates Second Addition, plat document (716133); thence South 0 degrees 11 minutes 53 seconds West a distance of 7.42 feet; thence South 66 degrees 38 minutes 41 seconds East a distance of 20.19 feet to the point of beginning; thence South 60 degrees 56 minutes 01 seconds East a distance of 69.56 feet and there terminating.

The total area of said permanent easement to be 642.32 square feet.

EXEMPT FROM STATE DEED TAX

This easement shall convey to the City, its contractors, agents, officers and employees the right to enter upon said premises at all reasonable times for the purpose of construction, grading, sloping and restoration purposes, and all such purposes ancillary thereto, together with the right of said City, its contractors, agents, officers and employees to remove trees, brush, undergrowth and other obstructions from the easement area, as well as the right to deposit earthen materials within the easement area.

The City agrees to indemnify and hold the Landowners harmless from damages or claims resulting directly and solely from the use of the easements. This indemnification, however, shall not include and the City shall not be responsible for any and all costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the property prior to the date hereof and which were not caused by the City.

Upon the completion of any construction, maintenance, or replacement project, the City will restore any disturbed areas including, but not limited to, the replacement of any damaged turf areas and plantings.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowners, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

And the said Landowners, for themselves, their successors and assigns, do covenant with the City, its successors and assigns, that they are well seized in fee of the lands and premises aforesaid and have good right to grant and convey the easement herein to said City.

IN WITNESS WHEREOF, the said Landowners have caused this agreement to be executed as of the day and year first above written.

By: _____
Dennis L. Jacobson

By: _____
M. A. Jacobson

[Signatures continue on following page]

CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, before me a Notary Public within and for said County, personally appeared Dennis L. Jacobson and M. A. Jacobson, husband and wife.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, before me a Notary Public within and for said County, personally appeared Jerry Koch and Matt Stemwedel, the Mayor and City Manager for the City of Coon Rapids, a municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

Notary Public

This instrument was Drafted by:

David J. Brodie
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, Minnesota 55433
(763) 767-6495

Accepted by the Coon Rapids City Council the _____ day of _____, 2015.

Joan Lenzmeier, City Clerk

TEMPORARY EASEMENT

THIS INDENTURE made and entered into this ____ day of _____, 2015, by and between STEVEN L. ARNE AND KATHRYN ARNE, husband and wife, herein referred to as “Landowners”, and the CITY OF COON RAPIDS, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City”.

WITNESSETH:

That for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Landowners hereby give and grant unto the City a 167.76 square foot temporary construction easement for purposes associated with the planned intersection improvement of Northdale Boulevard and Redwood Street to include the right of the City, its contractors, agents, officers, and employees to enter upon said property at all reasonable times for the purpose of construction, grading, sloping and restoration purposes, and all such purposes ancillary thereto, together with the right to remove trees, brush, undergrowth and other obstructions from the easement area, as well as the right to deposit earthen materials within the easement area.

Said temporary construction easement is over a portion of Landowners’ property located on Northdale Boulevard, Anoka County, Minnesota, said construction easement being more fully described as follows:

Dedication of a temporary easement over, under and across that part of the Northeast Quarter of the Northeast Quarter of Section 14 Township 31 Range 24 West of the 5th Principal Meridian, Anoka County, Minnesota, described as follows:

Commencing at the most Northwest Corner of Lot 4 Block 3 Northdale 4th Addition according to the plat thereof (183645;) thence southwesterly along the west line of said Lot 4 a distance of 10.00 feet to the point of beginning of a line to be described; thence South 66 degrees 37 minutes 59 seconds East a distance of 16.75 feet; thence North 23 degrees 22 minutes 01 seconds East a distance of 10.00 feet to the intersection with the south right-of-way of Northdale Boulevard and there terminating.

Subject to easements of record.

EXEMPT FROM STATE DEED TAX

NOW, THEREFORE, said easement and right-of-way is granted upon the following terms and conditions:

1. The City agrees to indemnify and hold the Landowners harmless from damages or claims resulting directly and solely from the City’s use of the easements. This indemnification,

however, shall not include and the City shall not be responsible for any and all costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the property prior to the date hereof and which were not caused by the City.

2. Landowners reserve the right to use and enjoy the property affected by said easement except insofar as such use and enjoyment does not unreasonably interfere with the exercise of the rights herein granted to the City.

3. This temporary easement and right-of-way is from October 1, 2015 through October 1, 2016 at which time the easement and right-of-way herein granted shall automatically terminate except the City shall continue to be obligated to Landowners under Paragraphs 1 and 4 hereof for any claims, loss, liability, demands, costs and damages arising out of the City's use or any necessary repairs due to the Landowners' property.

4. The City shall, upon completion of construction repair any damage to and/or restore the Landowners' property to its original condition so far as is reasonably practicable with the exception of any grade changes, bank sloping, ditching, fills, slope construction, and any removal of earth, other materials, trees and vegetation.

5. The right of easement and right-of-way herein is granted subject to prior rights, conditions, covenants, easements, and encumbrances, if any, to which the Landowners' property is subject.

6. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowners, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

7. This easement shall run with the land and shall be binding upon the parties hereto, their successors and assigns, until terminated as provided herein.

By: _____
Steven L. Arne

By: _____
Kathryn Arne

[Signatures continue on following page]

CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, before me a Notary Public within and for said County, personally appeared Steven L. Arne and Kathryn Arne, husband and wife.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, before me a Notary Public within and for said County, personally appeared Jerry Koch and Matt Stemwedel, the Mayor and City Manager for the City of Coon Rapids, a municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

Notary Public

This instrument was Drafted by:

David J. Brodie
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, Minnesota 55433
(763) 767-6495

TEMPORARY EASEMENT

THIS INDENTURE made and entered into this ____ day of _____, 2015, by and between SUZANNE M. CUTTER, a single person, herein referred to as “Landowner”, and the CITY OF COON RAPIDS, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City”.

WITNESSETH:

That for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Landowner hereby gives and grants unto the City a 637.05 square foot temporary construction easement for purposes associated with the planned intersection improvement of Northdale Boulevard and Redwood Street to include the right of the City, its contractors, agents, officers, and employees to enter upon said property at all reasonable times for the purpose of construction, grading, sloping and restoration purposes, and all such purposes ancillary thereto, together with the right to remove trees, brush, undergrowth and other obstructions from the easement area, as well as the right to deposit earthen materials within the easement area.

Said temporary construction easement is over a portion of Landowner’s property located on Northdale Boulevard, Anoka County, Minnesota, said construction easement being more fully described as follows:

That part of the Northeast Quarter of the Northeast Quarter of Section 14 Township 31 Range 24 West of the 5th Principal Meridian, Anoka County, Minnesota, described as follows:

Commencing at the most southeast corner of Hovland-Lacina Addition, according to the plat thereof (929364); thence North 67 degrees 17 minutes 20 seconds West a distance of 15.31 feet; thence North 21 degrees 18 minutes 28 seconds East a distance of 5.00 feet to the point of beginning of a line to be described; thence North 67 degrees 01 minutes 21 seconds West and parallel with the northerly right-of-way of Northdale Boulevard a distance of 127.32 feet and there ending.

Subject to easements of record.

EXEMPT FROM STATE DEED TAX

NOW, THEREFORE, said easement and right-of-way is granted upon the following terms and conditions:

1. The City agrees to indemnify and hold the Landowner harmless from damages or claims resulting directly and solely from the City’s use of the easements. This indemnification,

however, shall not include and the City shall not be responsible for any and all costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the property prior to the date hereof and which were not caused by the City.

2. Landowner reserves the right to use and enjoy the property affected by said easement except insofar as such use and enjoyment does not unreasonably interfere with the exercise of the rights herein granted to the City.

3. This temporary easement and right-of-way is from October 1, 2015 through October 1, 2016 at which time the easement and right-of-way herein granted shall automatically terminate except the City shall continue to be obligated to Landowner under Paragraphs 1 and 4 hereof for any claims, loss, liability, demands, costs and damages arising out of the City's use or any necessary repairs due to the Landowner's property.

4. The City shall, upon completion of construction repair any damage to and/or restore the Landowner's property to its original condition so far as is reasonably practicable with the exception of any grade changes, bank sloping, ditching, fills, slope construction, and any removal of earth, other materials, trees and vegetation.

5. The right of easement and right-of-way herein is granted subject to prior rights, conditions, covenants, easements, and encumbrances, if any, to which the Landowner's property is subject.

6. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

7. This easement shall run with the land and shall be binding upon the parties hereto, their successors and assigns, until terminated as provided herein.

By: _____
Suzanne M. Cutter

[Signatures continue on following page]

CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, before me a Notary Public within and for said County, personally appeared Suzanne M. Cutter, a single person.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, before me a Notary Public within and for said County, personally appeared Jerry Koch and Matt Stemwedel, the Mayor and City Manager for the City of Coon Rapids, a municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

Notary Public

This instrument was Drafted by:

David J. Brodie
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, Minnesota 55433
(763) 767-6495

EASEMENT AGREEMENT

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THIS INDENTURE, made this _____ day of _____, _____, between Suzanne M. Cutter, a single person, herein referred to as the “Landowner”, and the CITY OF COON RAPIDS, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City".

WITNESSETH:

That the said Landowner in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the said City, its successors and assigns, forever, a permanent easement for drainage and utility, trail, sidewalk, snow storage and right-of-way purposes over, under and across the following described property:

That part of the Northeast Quarter of the Northeast Quarter of Section 14 Township 31 Range 24 West of the 5th Principal Meridian, Anoka County, Minnesota, described as follows:

Commencing at the most southeast corner of Hovland-Lacina Addition, according to the plat thereof (929364); thence North 67 degrees 01 minutes 21 seconds West a distance of 15.31 feet to the point of beginning of the line to be described; thence North 21 degrees 18 minutes 28 seconds East a distance of 45.64 feet; thence 27.10 feet more or less along a tangential curve concave westerly to the intersection of the existing west right-of-way of Redwood Street and there ending.

The total area of said permanent easement to be 667.11 square feet.

EXEMPT FROM STATE DEED TAX

This easement shall convey to the City, its contractors, agents, officers and employees the right to enter upon said premises at all reasonable times for the purpose of construction, grading, sloping and restoration purposes, and all such purposes ancillary thereto, together with the right of said City, its contractors, agents, officers and employees to remove trees, brush, undergrowth and other obstructions from the easement area, as well as the right to deposit earthen materials within the easement area.

The City agrees to indemnify and hold the Landowner harmless from damages or claims resulting directly and solely from the use of the easements. This indemnification, however, shall not include and the City shall not be responsible for any and all costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the property prior to the date hereof and which were not caused by the City.

Upon the completion of any construction, maintenance, or replacement project, the City will restore any disturbed areas including, but not limited to, the replacement of any damaged turf areas and plantings.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

And the said Landowner, for itself, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to grant and convey the easement herein to said City.

IN WITNESS WHEREOF, the said Landowner has caused this agreement to be executed as of the day and year first above written.

By: _____
Suzanne M. Cutter

[Signatures continue on following page]

This instrument was Drafted by:

David J. Brodie
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, Minnesota 55433
(763) 767-6495

Accepted by the Coon Rapids City Council the _____ day of _____, 2015.

Joan Lenzmeier, City Clerk

TEMPORARY EASEMENT

THIS INDENTURE made and entered into this ____ day of _____, 2015, by and between STACY SCOTT BLAIR, a single person, herein referred to as “Landowner”, and the CITY OF COON RAPIDS, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City”.

WITNESSETH:

That for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Landowner hereby gives and grants unto the City a 468.74 square foot temporary construction easement for purposes associated with the planned intersection improvement of Northdale Boulevard and Redwood Street to include the right of the City, its contractors, agents, officers, and employees to enter upon said property at all reasonable times for the purpose of construction, grading, sloping and restoration purposes, and all such purposes ancillary thereto, together with the right to remove trees, brush, undergrowth and other obstructions from the easement area, as well as the right to deposit earthen materials within the easement area.

Said temporary construction easement is over a portion of Landowners property located on Northdale Boulevard, Anoka County, Minnesota, said construction easement being more fully described as follows:

That part of the Northeast Quarter of the Northeast Quarter of Section 14 Township 31 Range 24 West of the 5th Principal Meridian, Anoka County, Minnesota, described as follows:

A strip of land 5.00 feet in width lying northerly of and immediately adjacent to the north right-of-way line of Northdale Boulevard, beginning at the most southwest corner of Lot 1 Block 1 Hovland-Lacina Addition, according to the plat thereof (929364); thence 48.24 feet along a non-tangential curve concave to the southwest having a central angle of 2 degrees 18 minutes 41 seconds; thence South 67 degrees 01 minutes 20 seconds East a distance of 137.10 feet to the point of beginning; thence South 67 degrees 01 minutes 20 seconds East a distance of 94.13 feet and there ending.

Subject to easements of record.

EXEMPT FROM STATE DEED TAX

NOW, THEREFORE, said easement and right-of-way is granted upon the following terms and conditions:

1. The City agrees to indemnify and hold the Landowner harmless from damages or claims resulting directly and solely from the City’s use of the easements. This indemnification,

however, shall not include and the City shall not be responsible for any and all costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the property prior to the date hereof and which were not caused by the City.

2. Landowner reserves the right to use and enjoy the property affected by said easement except insofar as such use and enjoyment does not unreasonably interfere with the exercise of the rights herein granted to the City.

3. This temporary easement and right-of-way is from October 1, 2015 through October 1, 2016 at which time the easement and right-of-way herein granted shall automatically terminate except the City shall continue to be obligated to Landowner under Paragraphs 1 and 4 hereof for any claims, loss, liability, demands, costs and damages arising out of the City's use or any necessary repairs due to the Landowners property.

4. The City shall, upon completion of construction repair any damage to and/or restore the Landowners property to its original condition so far as is reasonably practicable with the exception of any grade changes, bank sloping, ditching, fills, slope construction, and any removal of earth, other materials, trees and vegetation.

5. The right of easement and right-of-way herein is granted subject to prior rights, conditions, covenants, easements, and encumbrances, if any, to which the Landowners property is subject.

6. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, their successor or assign, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

7. This easement shall run with the land and shall be binding upon the parties hereto, their successors and assigns, until terminated as provided herein.

By: _____
Stacy Scott Blair

[Signatures continue on following page]

CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, before me a Notary Public within and for said County, personally appeared Stacy Scott Blair, a single person.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, before me a Notary Public within and for said County, personally appeared Jerry Koch and Matt Stemwedel, the Mayor and City Manager for the City of Coon Rapids, a municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

Notary Public

This instrument was Drafted by:

David J. Brodie
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, Minnesota 55433
(763) 767-6495

TEMPORARY EASEMENT

THIS INDENTURE made and entered into this ____ day of _____, 2015, by and between KELLY A. HOVLAND AND KEITH N. HOVLAND, husband and wife, herein referred to as “Landowners”, and the CITY OF COON RAPIDS, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City”.

WITNESSETH:

That for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Landowners hereby give and grant unto the City a 501.29 square foot temporary construction easement for purposes associated with the planned intersection improvement of Northdale Boulevard and Redwood Street to include the right of the City, its contractors, agents, officers, and employees to enter upon said property at all reasonable times for the purpose of construction, grading, sloping and restoration purposes, and all such purposes ancillary thereto, together with the right to remove trees, brush, undergrowth and other obstructions from the easement area, as well as the right to deposit earthen materials within the easement area.

Said temporary construction easement is over a portion of Landowners’ property located on Northdale Boulevard, Anoka County, Minnesota, said construction easement being more fully described as follows:

That part of the Northeast Quarter of the Northeast Quarter of Section 14 Township 31 Range 24 West of the 5th Principal Meridian, Anoka County, Minnesota, described as follows:

A strip of land 5.00 feet in width lying northerly of and immediately adjacent to the north right-of-way line of Northdale Boulevard beginning at the most southwest corner of Lot 1 Block 1 Hovland-Lacina Addition, according to the plat thereof (929364); thence 48.24 feet along a non-tangential curve concave to the southwest having a central angle of 2 degrees 18 minutes 41 seconds; thence South 67 degrees 01 minutes 20 seconds East a distance of 35.38 feet to the point of beginning; thence South 67 degrees 01 minutes 20 seconds East, a distance of 101.72 feet and there ending.

Subject to easements of record.

EXEMPT FROM STATE DEED TAX

NOW, THEREFORE, said easement and right-of-way is granted upon the following terms and conditions:

1. The City agrees to indemnify and hold the Landowners harmless from damages or claims resulting directly and solely from the City’s use of the easements. This indemnification,

however, shall not include and the City shall not be responsible for any and all costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the property prior to the date hereof and which were not caused by the City.

2. Landowners reserve the right to use and enjoy the property affected by said easement except insofar as such use and enjoyment does not unreasonably interfere with the exercise of the rights herein granted to the City.

3. This temporary easement and right-of-way is from October 1, 2015 through October 1, 2016 at which time the easement and right-of-way herein granted shall automatically terminate except the City shall continue to be obligated to Landowners under Paragraphs 1 and 4 hereof for any claims, loss, liability, demands, costs and damages arising out of the City's use or any necessary repairs due to the Landowners' property.

4. The City shall, upon completion of construction repair any damage to and/or restore the Landowners' property to its original condition so far as is reasonably practicable with the exception of any grade changes, bank sloping, ditching, fills, slope construction, and any removal of earth, other materials, trees and vegetation.

5. The right of easement and right-of-way herein is granted subject to prior rights, conditions, covenants, easements, and encumbrances, if any, to which the Landowners' property is subject.

6. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowners, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

7. This easement shall run with the land and shall be binding upon the parties hereto, their successors and assigns, until terminated as provided herein.

By: _____
Kelly A. Hovland

By: _____
Keith N. Hovland

[Signatures continue on following page]

CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, before me a Notary Public within and for said County, personally appeared Kelly A. Hovland and Keith N. Hovland, husband and wife.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, before me a Notary Public within and for said County, personally appeared Jerry Koch and Matt Stemwedel, the Mayor and City Manager for the City of Coon Rapids, a municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

Notary Public

This instrument was Drafted by:

David J. Brodie
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, Minnesota 55433
(763) 767-6495

TEMPORARY EASEMENT

THIS INDENTURE made and entered into this ____ day of _____, 2015, by and between AUDRA M. D. ZERPP AND ENRIQUE D. ZERPP, husband and wife, herein referred to as “Landowners”, and the CITY OF COON RAPIDS, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City”.

WITNESSETH:

That for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Landowners hereby give and grant unto the City a 422.54 square foot temporary construction easement for purposes associated with the planned intersection improvement of Northdale Boulevard and Redwood Street to include the right of the City, its contractors, agents, officers, and employees to enter upon said property at all reasonable times for the purpose of construction, grading, sloping and restoration purposes, and all such purposes ancillary thereto, together with the right to remove trees, brush, undergrowth and other obstructions from the easement area, as well as the right to deposit earthen materials within the easement area.

Said temporary construction easement is over a portion of Landowners’ property located on Northdale Boulevard, Anoka County, Minnesota, said construction easement being more fully described as follows:

That part of the Northeast Quarter of the Northeast Quarter of Section 14 Township 31 Range 24 West of the 5th Principal Meridian, Anoka County, Minnesota, described as follows:

A strip of land 5.00 feet in width lying northerly of and immediately adjacent to the north right-of-way line of Northdale Boulevard beginning at the most southwest corner of Lot 1 Block 1 Hovland-Lacina Addition, according to the plat thereof (929364); thence 48.24 feet along a non-tangential curve concave to the southwest having a central angle of 2 degrees 18 minutes 41 seconds; thence South 67 degrees 01 minutes 20 seconds East a distance of 35.38 feet and there ending.

Subject to easements of record.

EXEMPT FROM STATE DEED TAX

NOW, THEREFORE, said easement and right-of-way is granted upon the following terms and conditions:

1. The City agrees to indemnify and hold the Landowners harmless from damages or claims resulting directly and solely from the City’s use of the easements. This indemnification,

however, shall not include and the City shall not be responsible for any and all costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the property prior to the date hereof and which were not caused by the City.

2. Landowners reserve the right to use and enjoy the property affected by said easement except insofar as such use and enjoyment does not unreasonably interfere with the exercise of the rights herein granted to the City.

3. This temporary easement and right-of-way is from October 1, 2015 through October 1, 2016 at which time the easement and right-of-way herein granted shall automatically terminate except the City shall continue to be obligated to Landowners under Paragraphs 1 and 4 hereof for any claims, loss, liability, demands, costs and damages arising out of the City's use or any necessary repairs due to the Landowners' property.

4. The City shall, upon completion of construction repair any damage to and/or restore the Landowners' property to its original condition so far as is reasonably practicable with the exception of any grade changes, bank sloping, ditching, fills, slope construction, and any removal of earth, other materials, trees and vegetation.

5. The right of easement and right-of-way herein is granted subject to prior rights, conditions, covenants, easements, and encumbrances, if any, to which the Landowners' property is subject.

6. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowners, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

7. This easement shall run with the land and shall be binding upon the parties hereto, their successors and assigns, until terminated as provided herein.

By: _____
Audra M. D. Zerpp

By: _____
Enrique D. Zerpp

[Signatures continue on following page]

CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, before me a Notary Public within and for said County, personally appeared Audra M. D. Zerpp and Enrique D. Zerpp, husband and wife.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, before me a Notary Public within and for said County, personally appeared Jerry Koch and Matt Stemwedel, the Mayor and City Manager for the City of Coon Rapids, a municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

Notary Public

This instrument was Drafted by:

David J. Brodie
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, Minnesota 55433
(763) 767-6495

TEMPORARY EASEMENT

THIS INDENTURE made and entered into this ____ day of _____, 2015, by and between KEITH A. KEZAR AND TERRI L. KEZAR, husband and wife, herein referred to as “Landowner”, and the CITY OF COON RAPIDS, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City”.

WITNESSETH:

That for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Landowner hereby gives and grants unto the City a 1,025 square foot temporary construction easement for purposes associated with the planned intersection improvement of Northdale Boulevard and Redwood Street to include the right of the City, its contractors, agents, officers, and employees to enter upon said property at all reasonable times for the purpose of construction, grading, sloping and restoration purposes, and all such purposes ancillary thereto, together with the right to remove trees, brush, undergrowth and other obstructions from the easement area, as well as the right to deposit earthen materials within the easement area.

Said temporary construction easement is over a portion of Landowner’s property located on Northdale Boulevard, Anoka County, Minnesota, said construction easement being more fully described as follows:

A strip of land 10.00 feet in width, lying northerly of and immediately adjacent to the following described land.

That part of the Northeast Quarter of the Northeast Quarter of Section 14 Township 31 Range 24 West of the 5th Principal Meridian, Anoka County, Minnesota, described as follows:

That part of the East 100.00 feet of the West 200.00 feet of said Northeast Quarter, a strip of land 10.00 feet in width, the Southerly line of which is contiguous with the Northerly right-of-way line of Northdale Boulevard (formerly known as County Road A and Anoka and Centerville Road).

Subject to easements of record.

EXEMPT FROM STATE DEED TAX

NOW, THEREFORE, said easement and right-of-way is granted upon the following terms and conditions:

1. The City agrees to indemnify and hold the Landowner harmless from damages or claims resulting directly and solely from the City’s use of the easements. This indemnification,

however, shall not include and the City shall not be responsible for any and all costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the property prior to the date hereof and which were not caused by the City.

2. Landowner reserves the right to use and enjoy the property affected by said easement except insofar as such use and enjoyment does not unreasonably interfere with the exercise of the rights herein granted to the City.

3. This temporary easement and right-of-way is from October 1, 2015 through October 1, 2016 at which time the easement and right-of-way herein granted shall automatically terminate except the City shall continue to be obligated to Landowner under Paragraphs 1 and 4 hereof for any claims, loss, liability, demands, costs and damages arising out of the City's use or any necessary repairs due to the Landowner's property.

4. The City shall, upon completion of construction repair any damage to and/or restore the Landowner's property to its original condition so far as is reasonably practicable with the exception of any grade changes, bank sloping, ditching, fills, slope construction, and any removal of earth, other materials, trees and vegetation.

5. The right of easement and right-of-way herein is granted subject to prior rights, conditions, covenants, easements, and encumbrances, if any, to which the Landowner's property is subject.

6. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

7. This easement shall run with the land and shall be binding upon the parties hereto, their successors and assigns, until terminated as provided herein.

By: _____
Keith A. Kezar

By: _____
Terri L. Kezar

[Signatures continue on following page]

CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, before me a Notary Public within and for said County, personally appeared Keith A. Kezar and Terri L. Kezar, husband and wife.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, before me a Notary Public within and for said County, personally appeared Jerry Koch and Matt Stemwedel, the Mayor and City Manager for the City of Coon Rapids, a municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

Notary Public

This instrument was Drafted by:

David J. Brodie
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, Minnesota 55433
(763) 767-6495

EASEMENT AGREEMENT

()

THIS INDENTURE, made this _____ day of _____, 2015, between KEITH A. KEZAR AND TERRI L. KEZAR, husband and wife, herein referred to as the “Landowner”, and the CITY OF COON RAPIDS, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City".

WITNESSETH:

That the said Landowner in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the said City, its successors and assigns, forever, a permanent easement for drainage and utility, trail, sidewalk, snow storage and right-of-way purposes over, under and across the following described property:

That part of the Northeast Quarter of the Northeast Quarter of Section 14 Township 31 Range 24 West of the 5th Principal Meridian, Anoka County, Minnesota, described as follows:

That part of the East 100.00 feet of the West 200.00 feet of said Northeast Quarter, a strip of land 10.00 feet in width, the Southerly line of which is contiguous with the Northerly right-of-way line of Northdale Boulevard (formerly known as County Road A and Anoka and Centerville Road).

The total area of said permanent easement to be 1,061 square feet.

EXEMPT FROM STATE DEED TAX

This easement shall convey to the City, its contractors, agents, officers and employees the right to enter upon said premises at all reasonable times for the purpose of construction, grading, sloping and restoration purposes, and all such purposes ancillary thereto, together with the right of said City, its contractors, agents, officers and employees to remove trees, brush, undergrowth and other obstructions from the easement area, as well as the right to deposit earthen materials within the easement area.

The City agrees to indemnify and hold the Landowner harmless from damages or claims resulting directly and solely from the use of the easements. This indemnification, however, shall not include and the City shall not be responsible for any and all costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the property prior to the date hereof and which were not caused by the City.

Upon the completion of any construction, maintenance, or replacement project, the City will restore any disturbed areas including, but not limited to, the replacement of any damaged turf areas and plantings.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

And the said Landowner, for itself, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to grant and convey the easement herein to said City.

IN WITNESS WHEREOF, the said Landowner has caused this agreement to be executed as of the day and year first above written.

By: _____
Keith A. Kezar

By: _____
Terri L. Kezar

[Signatures continue on following page]

CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, before me a Notary Public within and for said County, personally appeared Keith A. Kezar and Terri L. Kezar, husband and wife.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, before me a Notary Public within and for said County, personally appeared Jerry Koch and Matt Stemwedel, the Mayor and City Manager for the City of Coon Rapids, a municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

Notary Public

This instrument was Drafted by:

David J. Brodie
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, Minnesota 55433
(763) 767-6495

Accepted by the Coon Rapids City Council the _____ day of _____, 2015.

Joan Lenzmeier, City Clerk

TEMPORARY EASEMENT

THIS INDENTURE made and entered into this ____ day of _____, 2015, by and between JARYL CREAGER AND SUSAN SONNTAG, husband and wife, herein referred to as “Landowners”, and the CITY OF COON RAPIDS, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City”.

WITNESSETH:

That for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Landowners hereby give and grant unto the City a 1,080.64 square foot temporary construction easement for purposes associated with the planned intersection improvement of Northdale Boulevard and Redwood Street to include the right of the City, its contractors, agents, officers, and employees to enter upon said property at all reasonable times for the purpose of construction, grading, sloping and restoration purposes, and all such purposes ancillary thereto, together with the right to remove trees, brush, undergrowth and other obstructions from the easement area, as well as the right to deposit earthen materials within the easement area.

Said temporary construction easement is over a portion of Landowners’ property located on Northdale Boulevard, Anoka County, Minnesota, said construction easement being more fully described as follows:

A strip of land 10.00 feet in width, lying northerly of and immediately adjacent to the following described land.

That part of the Northeast Quarter of the Northeast Quarter of Section 14 Township 31 Range 24 West of the 5th Principal Meridian, Anoka County, Minnesota, described as follows:

That part of the West 100.00 feet of said Northeast Quarter, a strip of land 10.00 feet in width, the Southerly line of which is contiguous with the Northerly right-of-way line of Northdale Boulevard (formerly known as County Road A and Anoka and Centerville Road).

Subject to easements of record.

EXEMPT FROM STATE DEED TAX

NOW, THEREFORE, said easement and right-of-way is granted upon the following terms and conditions:

1. The City agrees to indemnify and hold the Landowners harmless from damages or claims resulting directly and solely from the City’s use of the easements. This indemnification,

however, shall not include and the City shall not be responsible for any and all costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the property prior to the date hereof and which were not caused by the City.

2. Landowners reserve the right to use and enjoy the property affected by said easement except insofar as such use and enjoyment does not unreasonably interfere with the exercise of the rights herein granted to the City.

3. This temporary easement and right-of-way is from October 1, 2015 through October 1, 2016 at which time the easement and right-of-way herein granted shall automatically terminate except the City shall continue to be obligated to Landowners under Paragraphs 1 and 4 hereof for any claims, loss, liability, demands, costs and damages arising out of the City's use or any necessary repairs due to the Landowners' property.

4. The City shall, upon completion of construction repair any damage to and/or restore the Landowners' property to its original condition so far as is reasonably practicable with the exception of any grade changes, bank sloping, ditching, fills, slope construction, and any removal of earth, other materials, trees and vegetation.

5. The right of easement and right-of-way herein is granted subject to prior rights, conditions, covenants, easements, and encumbrances, if any, to which the Landowners' property is subject.

6. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowners, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

7. This easement shall run with the land and shall be binding upon the parties hereto, their successors and assigns, until terminated as provided herein.

By: _____
Jaryl Creager

By: _____
Susan Sonntag

[Signatures continue on following page]

CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, before me a Notary Public within and for said County, personally appeared Jaryl Creager and Susan Sonntag, husband and wife.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, before me a Notary Public within and for said County, personally appeared Jerry Koch and Matt Stemwedel, the Mayor and City Manager for the City of Coon Rapids, a municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

Notary Public

This instrument was Drafted by:

David J. Brodie
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, Minnesota 55433
(763) 767-6495

EASEMENT AGREEMENT

()

THIS INDENTURE, made this _____ day of _____, _____, between JARYL CREAGER AND SUSAN SONNTAG, husband and wife, herein referred to as the “Landowners”, and the CITY OF COON RAPIDS, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City".

WITNESSETH:

That the said Landowners in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto the said City, its successors and assigns, forever, a permanent easement for drainage and utility, trail, sidewalk, snow storage and right-of-way purposes over, under and across the following described property:

That part of the Northeast Quarter of the Northeast Quarter of Section 14 Township 31 Range 24 West of the 5th Principal Meridian, Anoka County, Minnesota, described as follows:

That part of the West 100.00 feet of said Northeast Quarter, a strip of land 10.00 feet in width, the Southerly line of which is contiguous with the Northerly right-of-way line of Northdale Boulevard (formerly known as County Road A and Anoka and Centerville Road).

The total area of said permanent easement to be 1,038 square feet.

EXEMPT FROM STATE DEED TAX

This easement shall convey to the City, its contractors, agents, officers and employees the right to enter upon said premises at all reasonable times for the purpose of construction, grading, sloping and restoration purposes, and all such purposes ancillary thereto, together with the right of said City, its contractors, agents, officers and employees to remove trees, brush, undergrowth and other obstructions from the easement area, as well as the right to deposit earthen materials within the easement area.

The City agrees to indemnify and hold the Landowners harmless from damages or claims resulting directly and solely from the use of the easements. This indemnification, however, shall not include and the City shall not be responsible for any and all costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the property prior to the date hereof and which were not caused by the City.

Upon the completion of any construction, maintenance, or replacement project, the City will restore any disturbed areas including, but not limited to, the replacement of any damaged turf areas and plantings.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowners, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

And the said Landowners, for themselves, their successors and assigns, do covenant with the City, its successors and assigns, that they are well seized in fee of the lands and premises aforesaid and have good right to grant and convey the easement herein to said City.

IN WITNESS WHEREOF, the said Landowners have caused this agreement to be executed as of the day and year first above written.

By: _____
Jaryl Creager

By: _____
Susan Sonntag

[Signatures continue on following page]

This instrument was Drafted by:

David J. Brodie
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, Minnesota 55433
(763) 767-6495

Accepted by the Coon Rapids City Council the _____ day of _____, 2015.

Joan Lenzmeier, City Clerk

TEMPORARY EASEMENT

THIS INDENTURE made and entered into this ____ day of _____, 2015, by and between ROBERT L. OLSON AND MAVIS A. OLSON, husband and wife, herein referred to as “Landowners”, and the CITY OF COON RAPIDS, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City”.

WITNESSETH:

That for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Landowners hereby give and grant unto the City a 297.81 square foot temporary construction easement for purposes associated with the planned intersection improvement of Northdale Boulevard and Redwood Street to include the right of the City, its contractors, agents, officers, and employees to enter upon said property at all reasonable times for the purpose of construction, grading, sloping and restoration purposes, and all such purposes ancillary thereto, together with the right to remove trees, brush, undergrowth and other obstructions from the easement area, as well as the right to deposit earthen materials within the easement area.

Said temporary construction easement is over a portion of the Landowners’ property located on Northdale Boulevard, Anoka County, Minnesota, said construction easement being more fully described as follows:

Dedication of a temporary easement over, under and across that part of the Northeast Quarter of the Northeast Quarter of Section 14 Township 31 Range 24 West of the 5th Principal Meridian, Anoka County, Minnesota, described as follows:

Commencing at the intersection of the North right-of-way line of Northdale Boulevard and the East right-of-way line of Redwood Street; thence northerly along said Redwood Street right-of-way a distance of 10.00 feet to the point of beginning; thence South 67 degrees 01 minutes 21 seconds East a distance of 30.07 feet; thence southerly on a non-tangential curve having a central angle of 2 degrees 28 minutes 39 seconds a distance of 10.00 feet to the north right-of-way line of Northdale Boulevard and there terminating.

Subject to easements of record.

EXEMPT FROM STATE DEED TAX

NOW, THEREFORE, said easement and right-of-way is granted upon the following terms and conditions:

1. The City agrees to indemnify and hold the Landowners harmless from damages or claims resulting directly and solely from the City’s use of the easements. This indemnification, however, shall not include and the City shall not be responsible for any and all costs, expenses,

damages, demands, obligations, including penalties and reasonable attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the property prior to the date hereof and which were not caused by the City.

2. Landowners reserve the right to use and enjoy the property affected by said easement except insofar as such use and enjoyment does not unreasonably interfere with the exercise of the rights herein granted to the City.

3. This temporary easement and right-of-way is from October 1, 2015 through October 1, 2016 at which time the easement and right-of-way herein granted shall automatically terminate except the City shall continue to be obligated to Landowners under Paragraphs 1 and 4 hereof for any claims, loss, liability, demands, costs and damages arising out of the City's use or any necessary repairs due to the Landowners' property.

4. The City shall, upon completion of construction repair any damage to and/or restore the Landowners' property to its original condition so far as is reasonably practicable with the exception of any grade changes, bank sloping, ditching, fills, slope construction, and any removal of earth, other materials, trees and vegetation.

5. The right of easement and right-of-way herein is granted subject to prior rights, conditions, covenants, easements, and encumbrances, if any, to which the Landowners' property is subject.

6. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowners, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

7. This easement shall run with the land and shall be binding upon the parties hereto, their successors and assigns, until terminated as provided herein.

By: _____
Robert L. Olson

By: _____
Mavis A. Olson

[Signatures continue on following page]

CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, before me a Notary Public within and for said County, personally appeared Robert L. Olson and Mavis A. Olson, husband and wife.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, before me a Notary Public within and for said County, personally appeared Jerry Koch and Matt Stemwedel, the Mayor and City Manager for the City of Coon Rapids, a municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

Notary Public

This instrument was Drafted by:

David J. Brodie
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, Minnesota 55433
(763) 767-6495



City Council Regular

11.

Meeting Date: 11/04/2015

Subject: PC 88-37: Consider Resolution 15-122 Revoking Conditional Use Permit for John Becker, Semi-Trailer for Storage

From: Scott Harlicker, Planner

INTRODUCTION

City Council review of a conditional use permit of a semi trailer for storage is requested. City Code states that a conditional use permit may be revoked by the issuing body. The City Council approved this conditional use permit on appeal from the Planning Commission.

DISCUSSION

This conditional use permit was issued in June, 1988 under a Code provision that no longer exists. The provision was intended to allow truck drivers and contractors in rural areas of the City to store business equipment at their residences. The petitioner's property is located in an Industrial zoning district, making the residence a legal nonconforming use. The trailer is used for personal storage, including motorcycle parts. It was approved with the following conditions:

1. The trailer is to be used for storage purposes only and not for the transportation of goods and materials.
2. The trailer shall be located to the rear of the property and shall comply with the setback requirements for accessory structures.
3. The trailer shall be kept in a good state of maintenance and repair and shall be rodent-proof.
4. The area under and around the trailer shall be regularly mowed or otherwise kept free of long weeds and grasses.
5. There shall be no outside storage of goods and materials and no accumulation of debris.
6. There shall be no storage of hazardous or highly flammable material in violation of fire codes, and the fire inspector shall be given access to the trailer at reasonable times.
7. The trailer shall be removed from the property if surrounding land uses make the trailer no longer compatible.

The conditional use permit was reviewed to determine compliance with the original conditions of the permit as well as Title 11, the Zoning Code. Staff visited the site on August 25, 2015 and recorded multiple code violations. Attached is a memo, photos and police and fire reports regarding code violations found on site. Staff conducted a follow up inspection on October 21st and found conditions at the property similar to what was found in August. The immediate area around the trailer had been picked up and the pile of tires had been placed into an open trailer. There was a couple living in the ice house; however,

there was no one in the camper at the time of inspection. Photos from the October 21st inspection are attached.

Planning Commission Meeting

At the Planning Commission meeting held on October 15th, no one spoke at the public hearing. The property owner, John Becker, spoke to the Commission. He discussed the history and conditions surrounding his conditional use permit and that he had cleaned up the debris around the trailer. The Commission discussed the findings and how they related to the revocation process. The Assistant City Attorney explained that the property was examined as a whole and for this reason, the staff found the site to be not in compliance with the conditional use permit. The Commission voted unanimously to recommend revocation of Mr. Becker's conditional use permit.

Findings

A conditional use permit may be revoked by the issuing body after a public hearing if:

- (1) The applicant or his agent has not commenced work upon the subject property within one (1) year;
- (2) An existing conditional use ceases operation for a period of one year; or
- (3) The conditional use is being operated and maintained in a manner contrary to this title, the approved conditional use permit, or its conditions.

RECOMMENDATION

In Planning Case 88-37, the Planning Commission recommended the City Council approve the attached Resolution 15-122 revoking the conditional use permit because the conditional use is being operated and maintained in a manner contrary to this title, the approved conditional use permit, or its conditions. The recommendation is based on the following findings:

1. The applicant is in violation of the following conditions of his approval:
 1. There shall be no outside storage of material and accumulation of debris.
 2. There shall be no storage of hazardous or highly flammable material in violation of fire codes.
2. The conditional use is being operated and maintained in a manner contrary to this title:
 1. The applicant had two individuals living in a non-compliant accessory structure and a camper.
 2. There are multiple trailers on site.
 3. There have been multiple police reports regarding the individuals living in illegal structures.
 4. Operation of an illegal tire sales/repair business on the property.
 5. Coon Rapids Fire Department noted the hazardous conditions on the site and requested the property be placed on Anoka County Dispatch alert.

Attachments

Resolution 15-122

Location Map

Air photo

Staff Memo from Aug 25, 2015 Site Inspection

Photos from Aug 25, 2015 site inspection

Photos from Aug 25, 2015 site inspection

Photos from Aug 25, 2015 site inspection

Police and Fire Reports

Photos from October 21 re-inspection

RESOLUTION NO. 15-122

**RESOLUTION REVOKING CONDITIONAL USE PERMIT FOR
JOHN BECKER, SEMI TRILER FOR STORAGE, PLANNING CASE NO. PC 88-37**

WHEREAS, on June 7, 1988, the City Council approved a conditional use permit, with conditions, for storage of a semi trailer; and

WHEREAS, the property owner has a history of violations of City Code and the conditions of approval; and

WHEREAS, City Code Section 11-307.4 states that a conditional use permit may be revoked if the conditional use is being operated and maintained in a manner contrary to this title, the approved conditional use permit, or its conditions.

WHEREAS, on August 25, 2015 City staff inspected the property at 9526 Foley Boulevard and found the following multiple violations of City Code and violations of the conditions of approval for the conditional use permit:

1. The applicant is in violation of the following conditions of his approval:
 - a. The area under and around the trailer shall be regularly mowed or otherwise kept free of long weeds and grasses.
 - b. There shall be no outside storage of material and accumulation of debris.
 - c. There shall be no storage of hazardous or highly flammable material in violation of fire codes.
2. The applicant had two individuals living in a non-compliant accessory structure and a camper.
3. There are multiple trailers on site.
4. There have been multiple police reports regarding the individuals living in illegal structures.
5. Operation of an illegal tire sales/repair business on the property.
6. Coon Rapids Fire Department noted the hazardous conditions on the site and requested the property be placed on Anoka County Dispatch alert; and

WHEREAS, on October 15, 2015, after conducting a public hearing, the Planning Commission recommended revocation of the conditional use permit in Planning Case 88-37 with the following findings:

1. The applicant is in violation of the following conditions of his approval:
 - a. The area under and around the trailer shall be regularly mowed or otherwise kept free of long weeds and grasses.
 - b. There shall be no outside storage of material and accumulation of debris.
 - c. There shall be no storage of hazardous or highly flammable material in violation of fire codes.
2. The applicant had two individuals living in a non-compliant accessory structure and a camper.
3. There are multiple trailers on site.
4. There have been multiple police reports regarding the individuals living in illegal structures.

5. Operation of an illegal tire sales/repair business on the property.
6. Coon Rapids Fire Department noted the hazardous conditions on the site and requested the property be placed on Anoka County Dispatch alert.

WHEREAS, on October 21, 2015 City staff re-inspected the property at 9526 Foley Boulevard and found multiple violations of City Code and violations of the conditions of approval for the conditional use permit. The property owner had cleaned up the area around the trailer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota, after reviewing the information, finds that the property owner is operating and maintaining the conditional use permit in a manner contrary to this title, the approved conditional use permit, or its conditions.

BE IT FURTHER RESOLVED the City Council revokes the conditional use permit for storage of a semi trailer in Planning Case 88-37.

Adopted by the Coon Rapids City Council this 4th day of November, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk

Location Map





9554
FOLEY
BLVD

9534
FOLEY
BLVD

9526
FOLEY
BLVD

95TH LN

SITE

SITE

9516
FOLEY
BLVD

9506
FOLEY
BLVD

N
FOLEY BLVD

FOLEY
BLVD



Date: 10/1/2015

To: Scott Harlicker

From: Leya Drabczak
Coon Rapids Housing
and Code Inspector

Re: 9526 Foley Blvd NW Coon Rapids, MN 55433 Owner John Delbert Becker

The following chronology relates to the actions and procedures leading to the citations issued for various violations of the Minnesota State Plumbing Code, Electrical Code, Fire Code as well as Coon Rapids City Code.

On 10/5/2014 Citations were issued to Mr. John Becker for the following violations:

- Expired tabs on various vehicles on the property.
- Property was littered with building materials, auto parts, non compliant portable toilet, individuals living in a camper and fishing house on the property.
- A compliance date of 11/12/2014 was established.

On 11/13/2014 Mr. Becker submitted a time extension requesting 360 days which was received by Cheryl Bennett. Due to winter weather conditions the case was pending review until 2015. On August 24, 2015 it was determined that existing violations at the property were more appropriately addressed through a review of the exiting conditional use permit Planning Case 88-37. Administrative Citations were rescinded although the violations were still present.

An inspection was conducted at the above property on 8/25/2015 to verify the status of the property. Leya Drabczak Housing Inspector, Trevor White and Heather Rodgers Property Maintenance Inspectors, Nick House Coon Rapids Fire Inspector and Coon Rapids Police conducted the onsite inspection. (The property is listed as a Police Escort Required address.) Staff forwarded inspection results to Cheryl Bennett who requested no additional citations be issued pending review of the Conditional Use Permit.

Contact was made with the property owner John Becker and he gave permission for staff to inspect the property. During our inspection the following violations were noted:

1. An individual was living in a fishing house on the property which is prohibited by code. There was an air conditioning unit, and noncompliant electrical cords supplying the structure with electricity. There was no smoke alarm, and structure had a portable heater inside. There is no city water or sewer services to this structure. (See Photographs 1-4)
2. A second individual was discovered living in a converted pop up camper on the rear of the property. Noncompliant electrical cords were being used supply the unit with electricity. There was no smoke alarm, and structure had a portable heater inside. There is no city water or sewer services to this structure. (See Photographs 5-9)
3. Leya Drabczak asked John Becker why he had two men living in accessory structures on his property. He stated that neither individual would pass a drug test and could not get an apartment or job. Drabczak asked if that was wise as there is a daycare across the street. Owner had no comment.
4. A portable toilet was located on the property for the two individuals to use. It had not been serviced for some time and the stench coming from the unit was overwhelming. The number on the front of the unit was called to verify the last date of service, the number was disconnected. (See Photograph 10)
5. Various vehicles on the property have expired tabs and some appear to be inoperable. (See Photographs 11,12)
6. Multiple campers and recreation vehicles on site (See Photographs 13,14)
7. Miscellaneous auto parts and motorcycle parts were found throughout the entire property including the wooded areas. (See Photographs 15-18)
8. Building materials cover the entire property into the wooded areas. (See Photographs 19-21)
9. There are over 100 tires on the property. Owner states that McArthur Krell, who resides in the fishing house on the property, is operating a tire sales/repair company from this address. (See Photographs 22-24)
10. A prohibited outdoor shower area is located on the property, the owner states it is for his tenants to use to bathe. (See Photograph 25)
11. A prohibited burn barrel is present on the property near combustible materials including tires. (See Photograph 26)

12. Electrical hazards are present in detached structures on site. Excessive use of extension cords running to various structures and trailers. Electrical appliances are not protected from weather are plugged in. (See Photographs 27-32)
13. A Prohibited temporary structure was located on the property. (See Photographs 33-36)
14. Miscellaneous junk and debris is present around the dwelling and detached garage as well as throughout the property into the backyard and wooded areas of the property. (See Photographs 39-52)
15. Six trailers were located on the property. (See Photographs 53-58)
16. At the request of Coon Rapids Fire Inspector Nick House, this property was placed on Anoka County Dispatch alert. In the event of a fire, firefighters and first responders could be injured due to the large amount of tires, vehicles, trailers and junk and debris on the property.

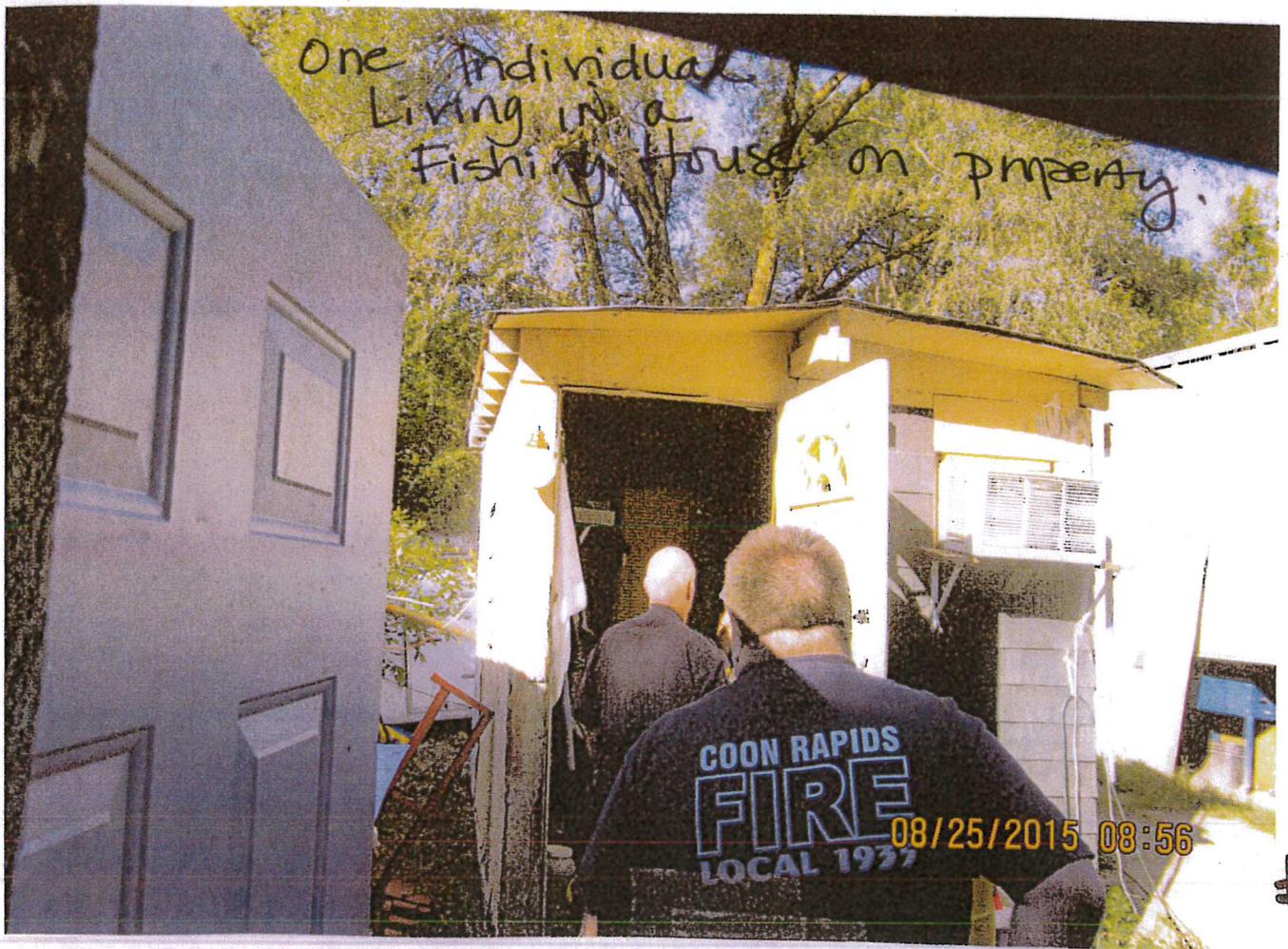
Coon Rapids Fire Inspector Report:

Fire Inspector Shannon Moen was on site and submitted Coon Rapids Fire Department Report # 15-0011339 to the Housing Inspector (See attached document A)

It states this is the third time he has witnessed an individual living in the fishing house on site. The inspector also lists various violations including multiple trailers on site and junk and debris throughout the property.

Coon Rapids Police Department Contacts:

Housing Staff requested contact information from Coon Rapids Police involving 9526 Foley Boulevard. The report received included 34 Police Contacts since 7/1/2005. During this time John Becker was the owner of record. (See attached document B)



One Individual
Living in a
Fishing House on property.

08/25/2015 08:56

#1



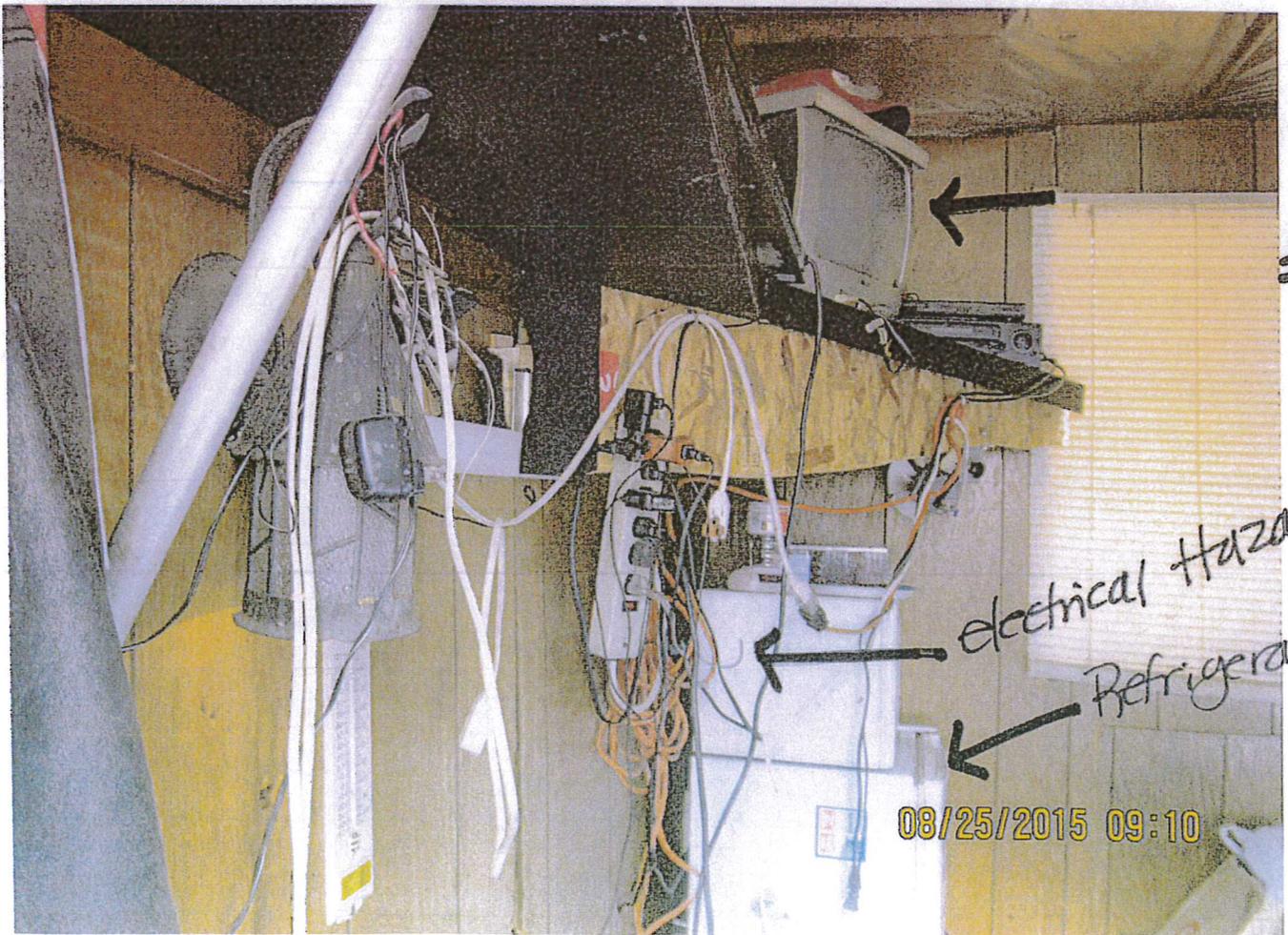
Plastic
Fire Hazard

08/25/2015 09:09

#2

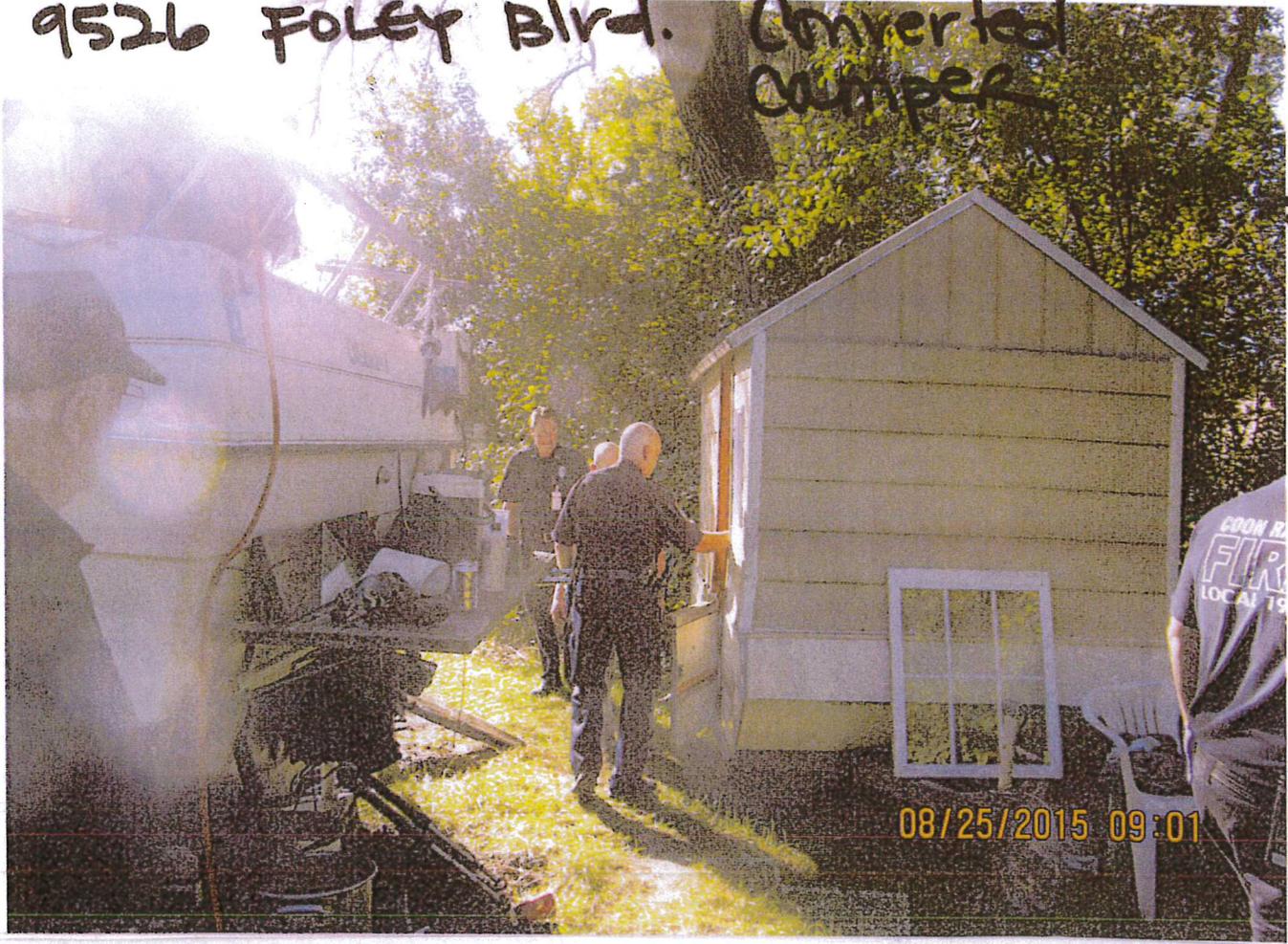


#3



#4

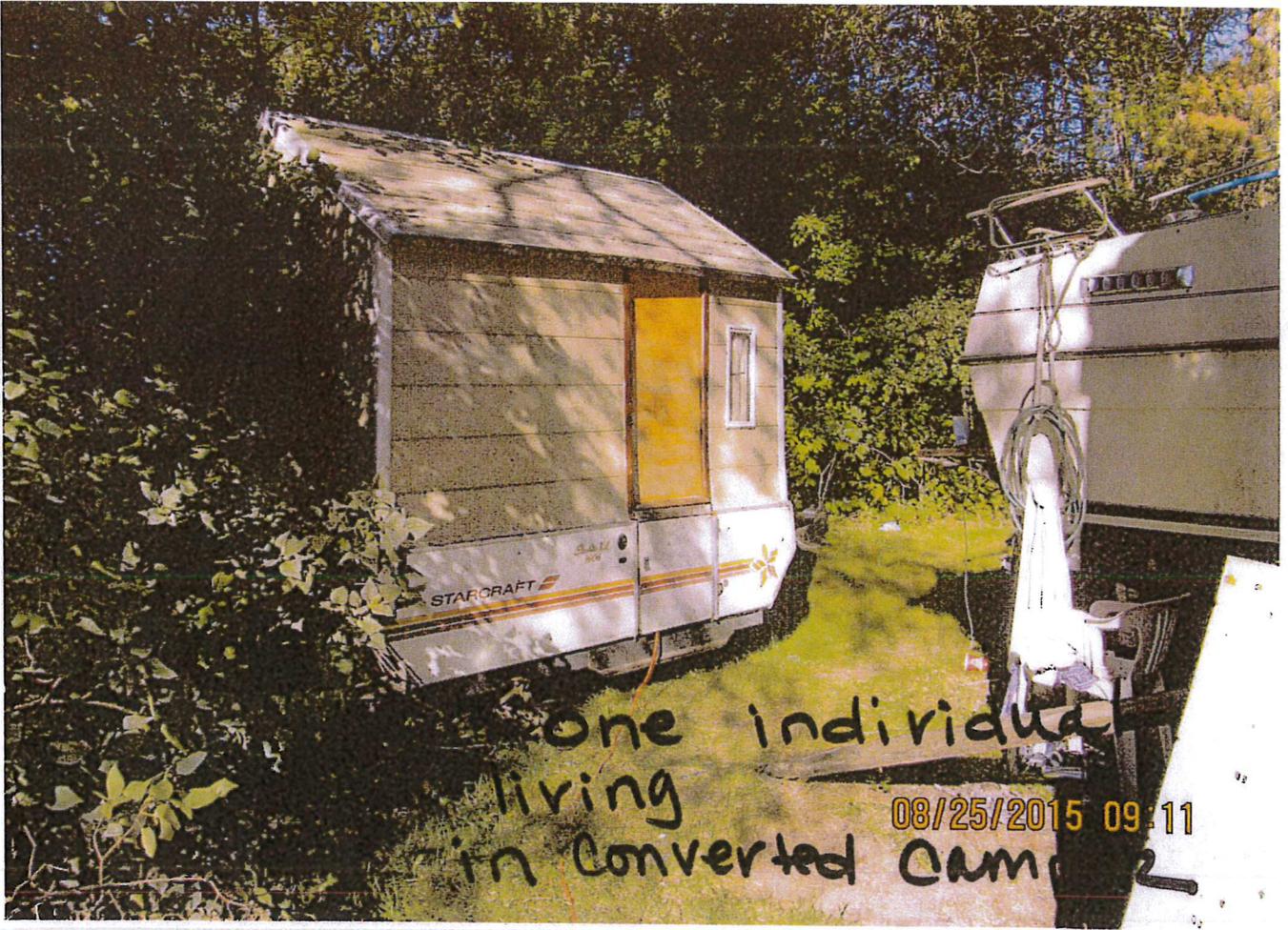
9526 FOLEY Blvd. Converted
CAMPER



#5



#6



7



8

#9



OCCUPIED CAMPER
REAR LOT.

#10



PORTABLE TOILET

08/25/2015 09:06



11



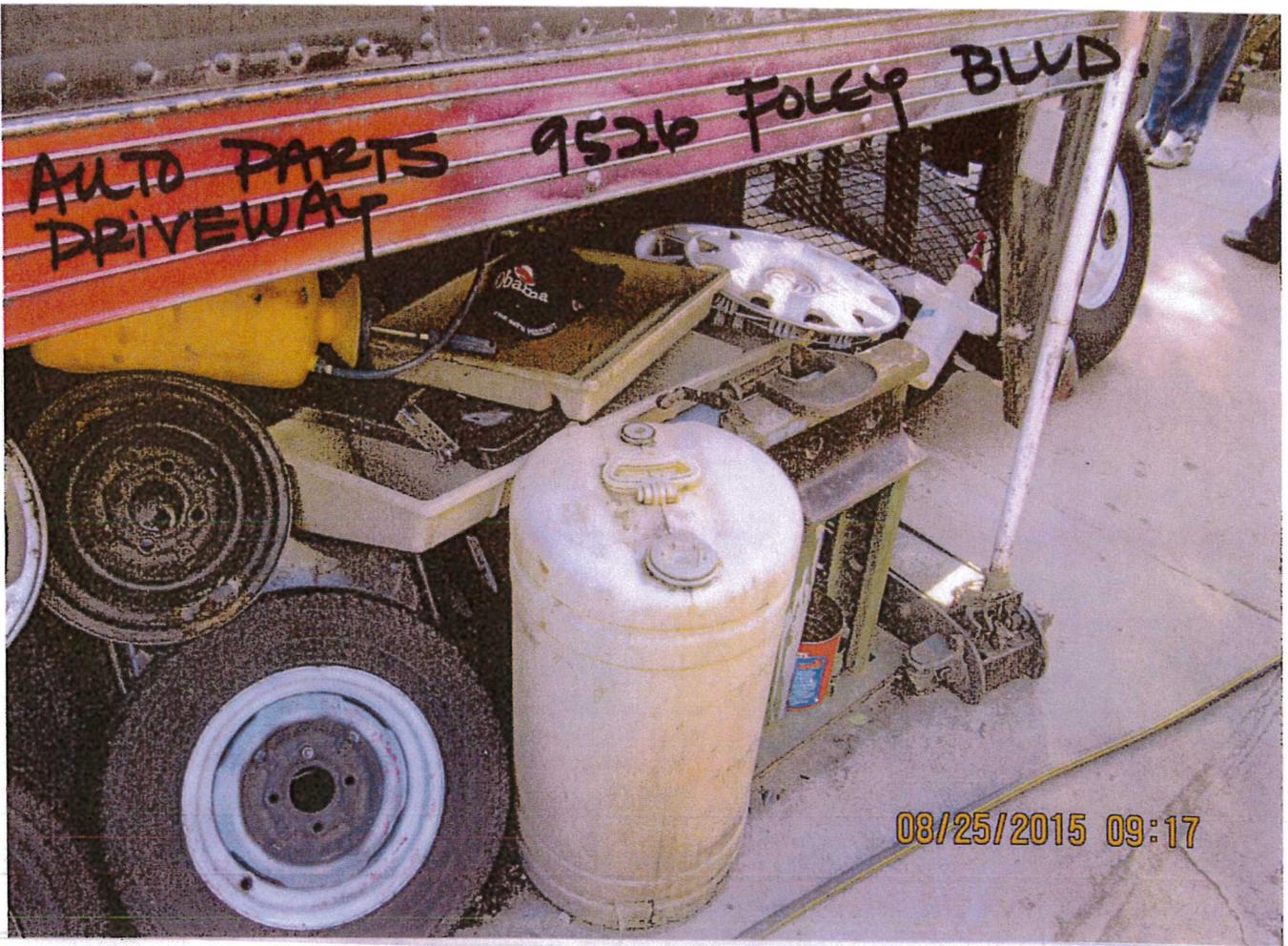
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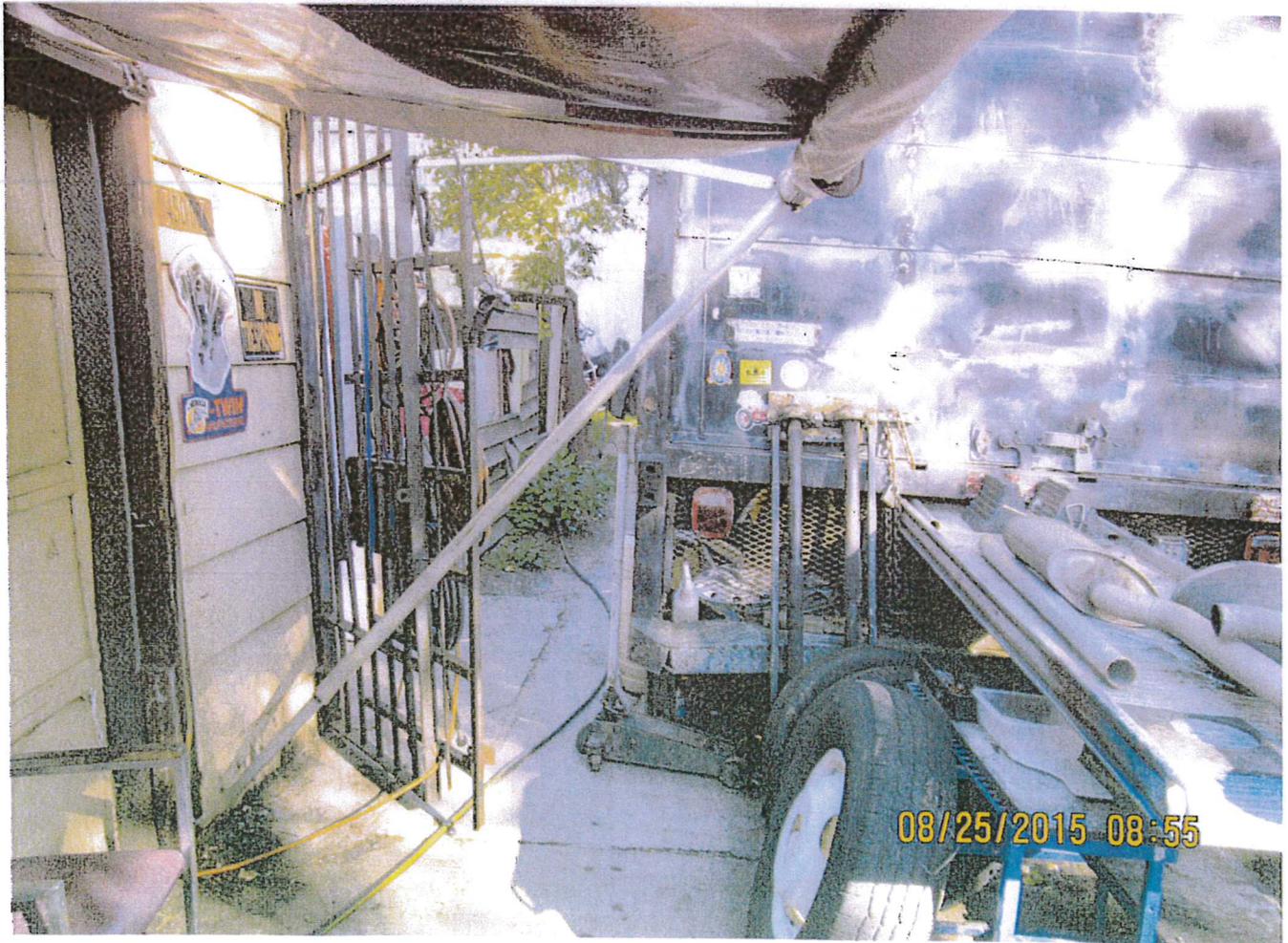
#13



#14



#15



#16



#17



#18



#19



#20

#21





23



23

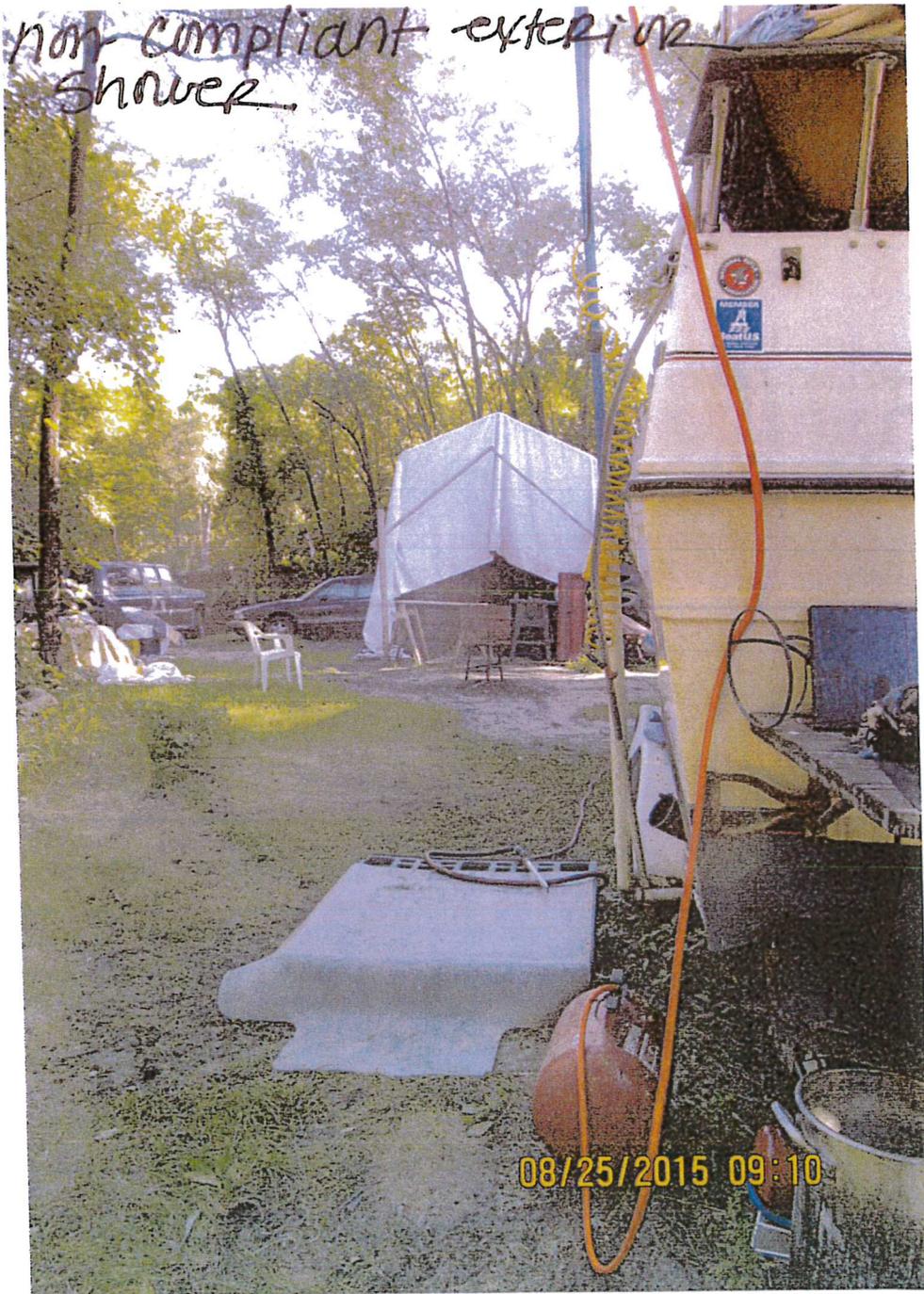


24

08/25/2015 09:13

25

non-compliant exterior
shower.



non compliant
Burning Barrel



26



08/25/2015 08:59

propane tank
to portable
heat near combustibles

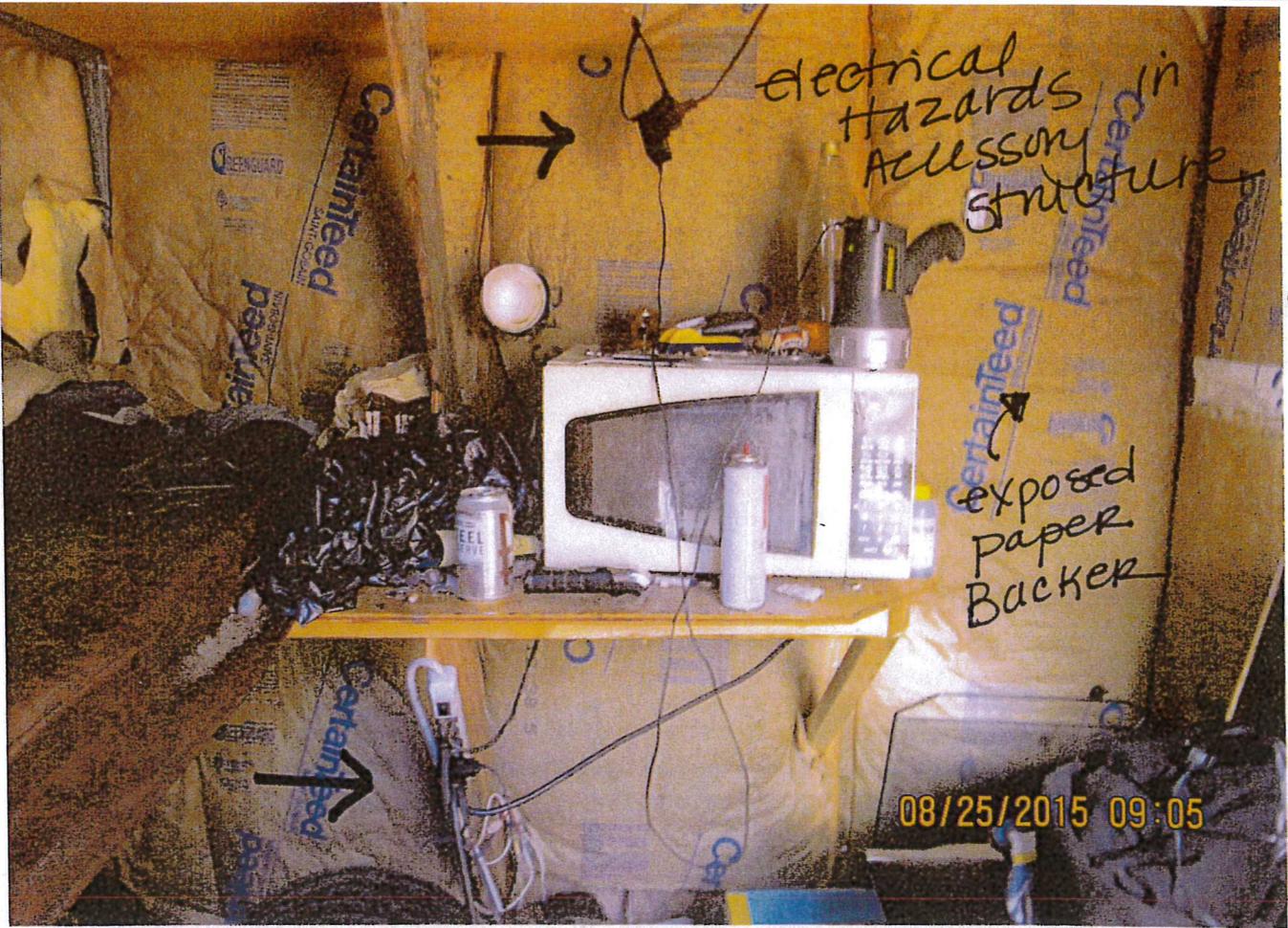


27

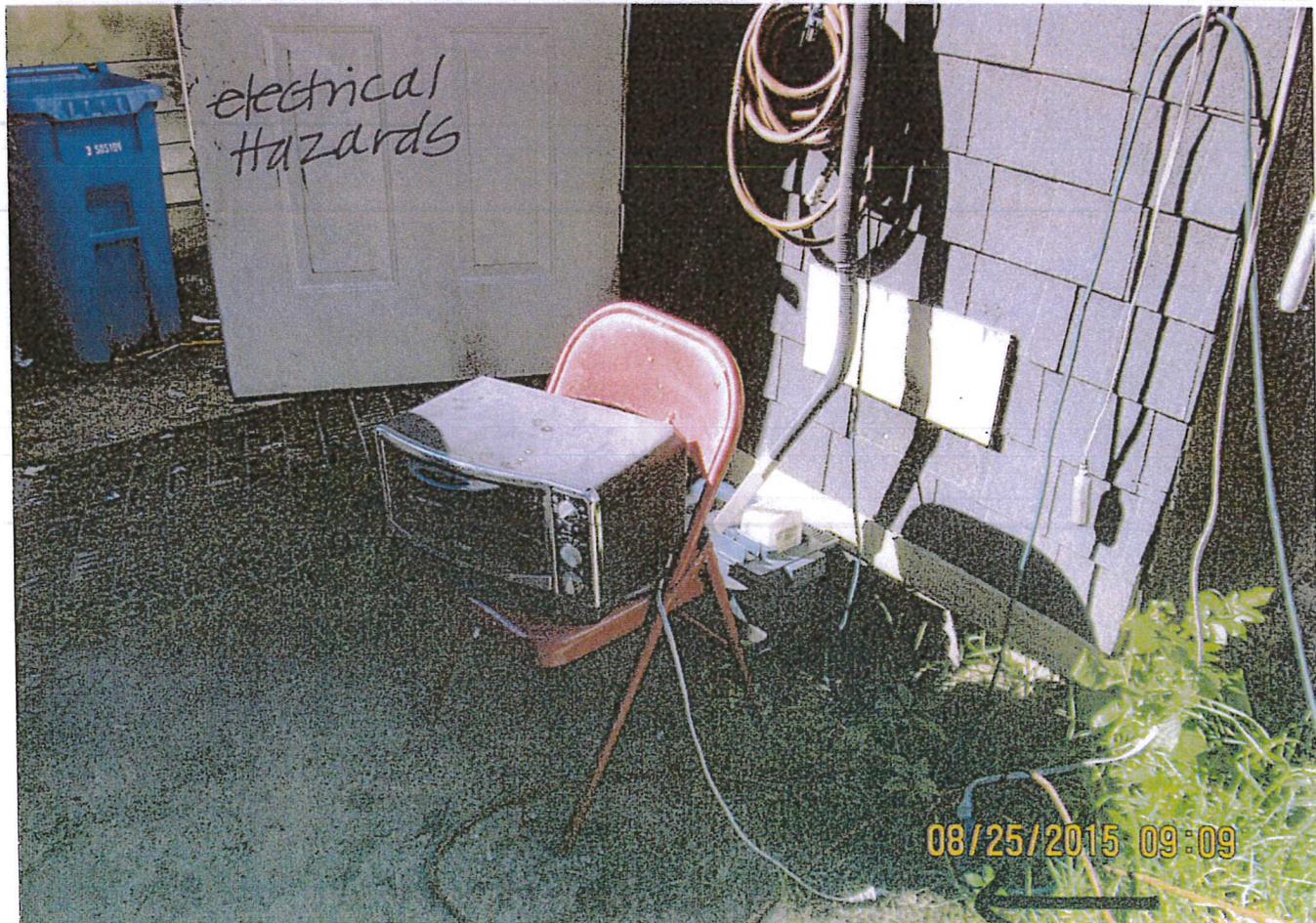


08/25/2015 09:07

9526 Foley Blvd

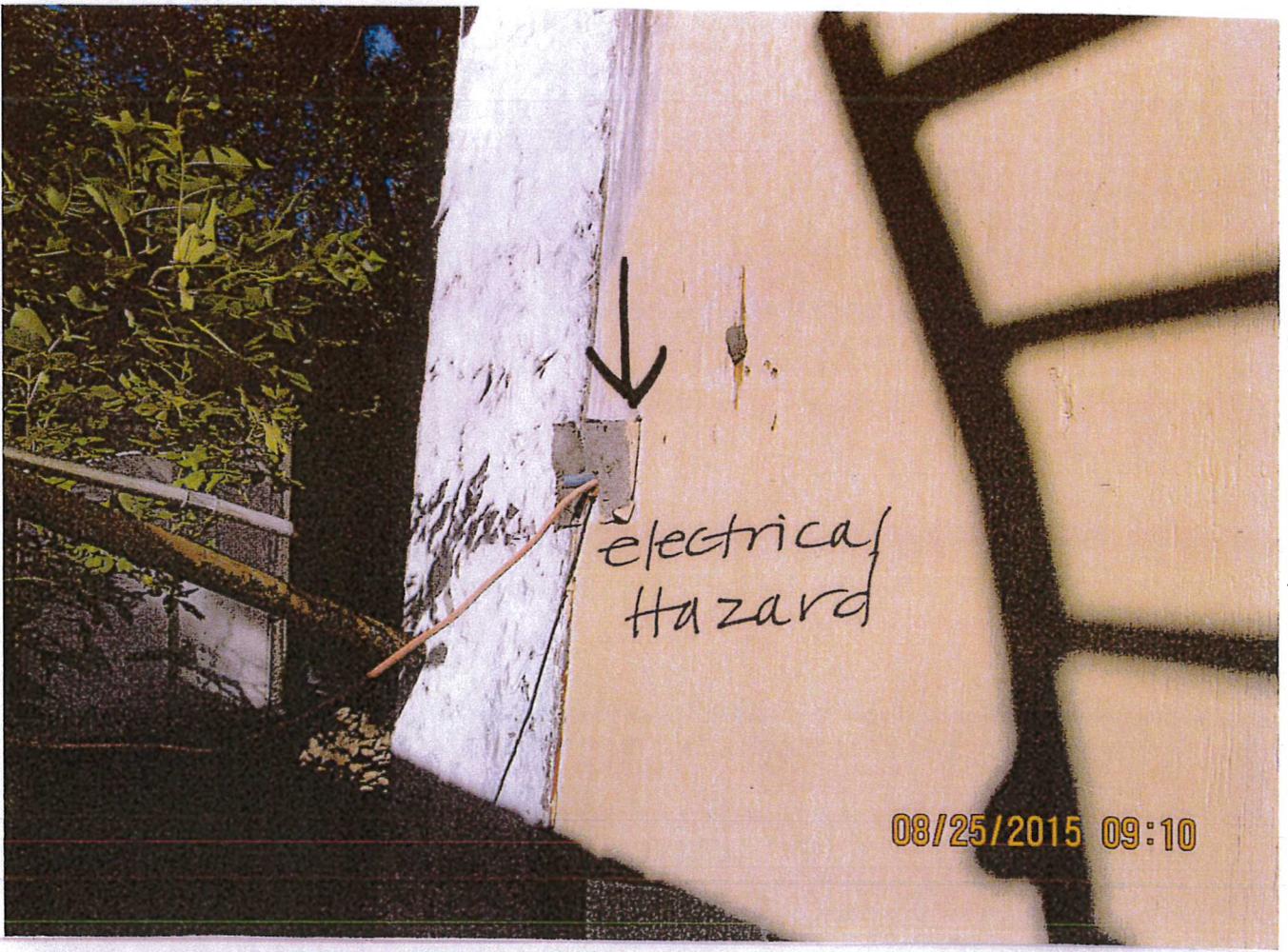


28

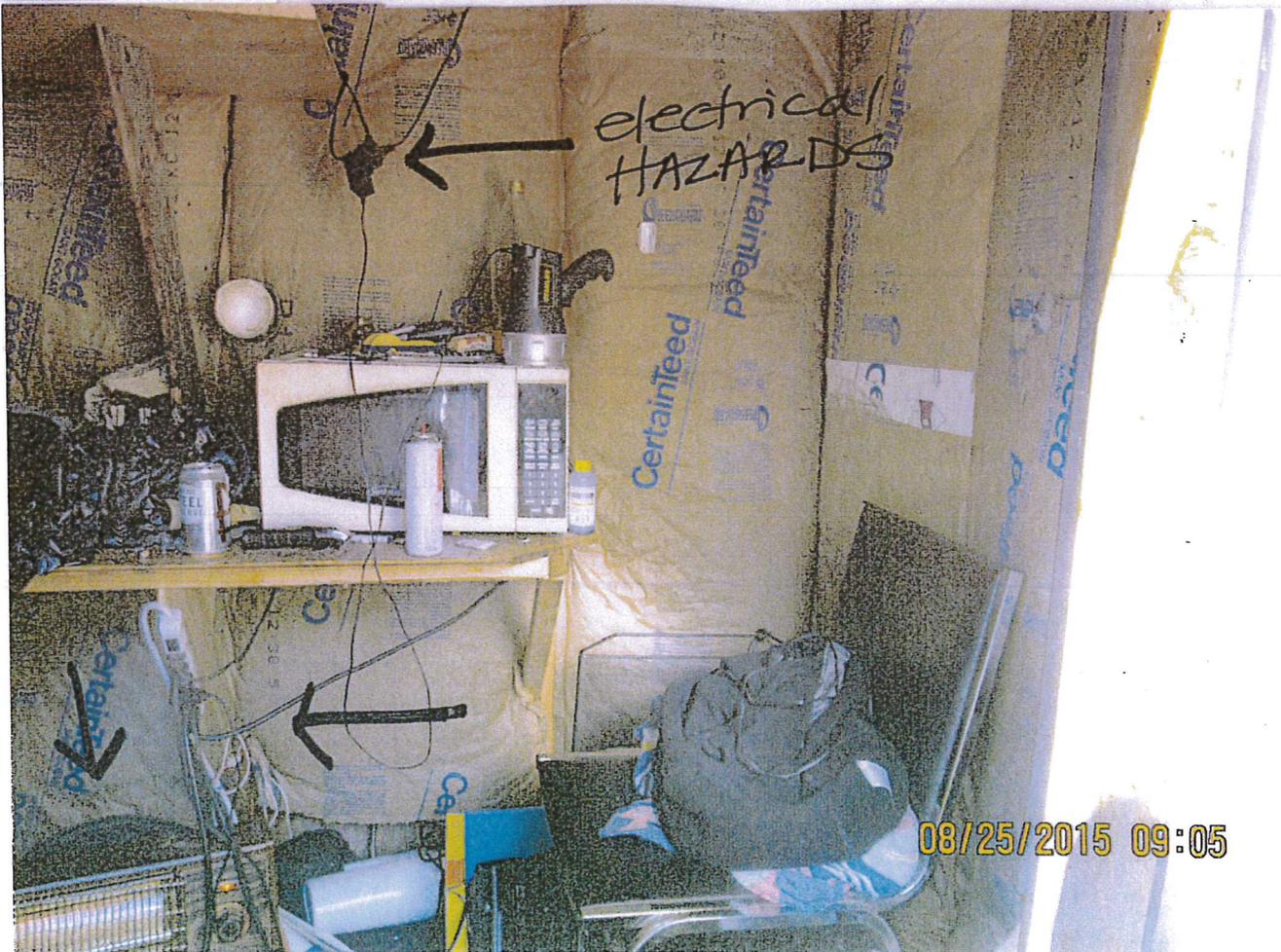


29

9526 Foley Blvd.

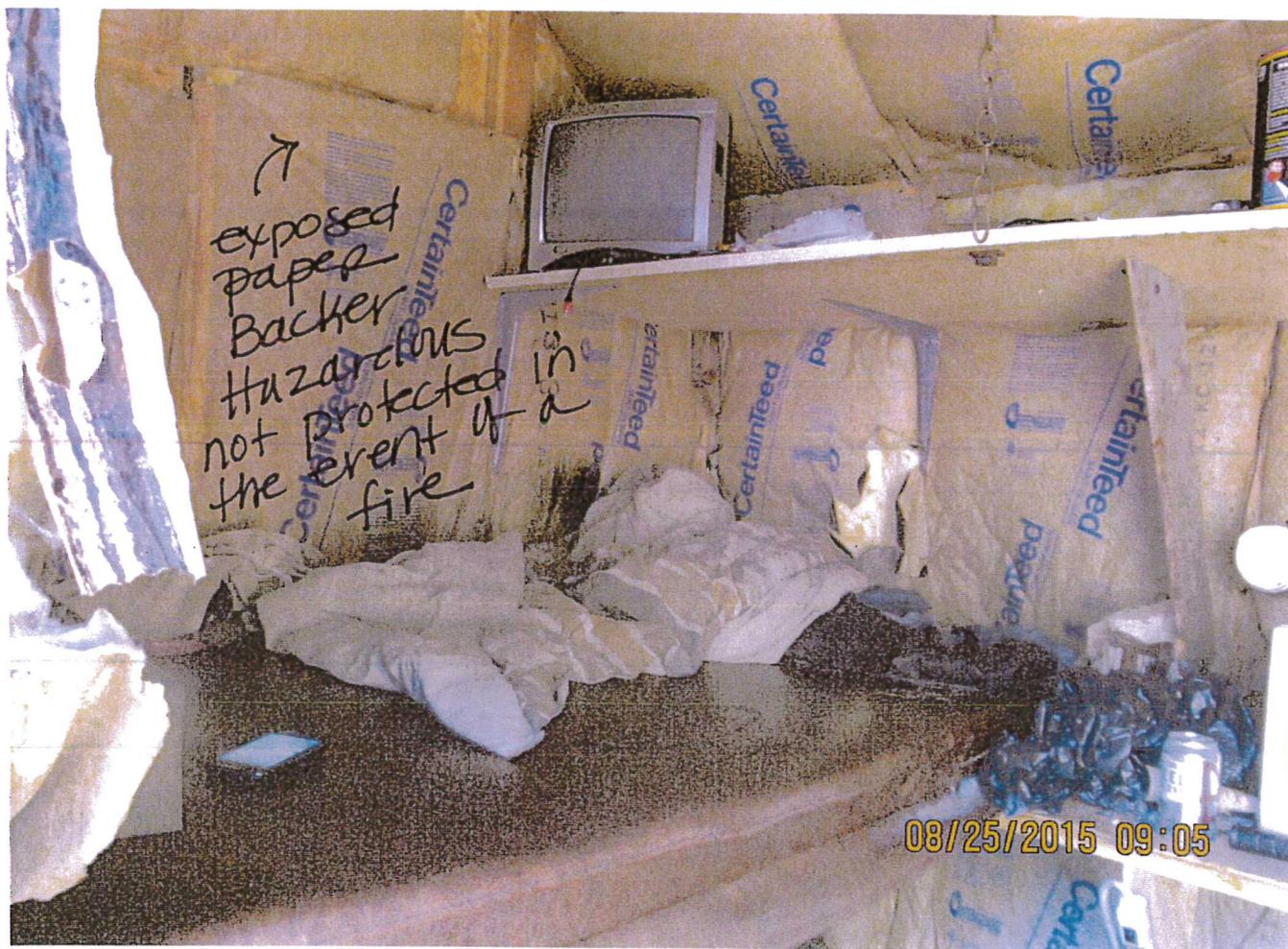


30



31

#32



→
exposed
paper
Backer
Hazardous
not protected
the event of a
fire

08/25/2015 09:05



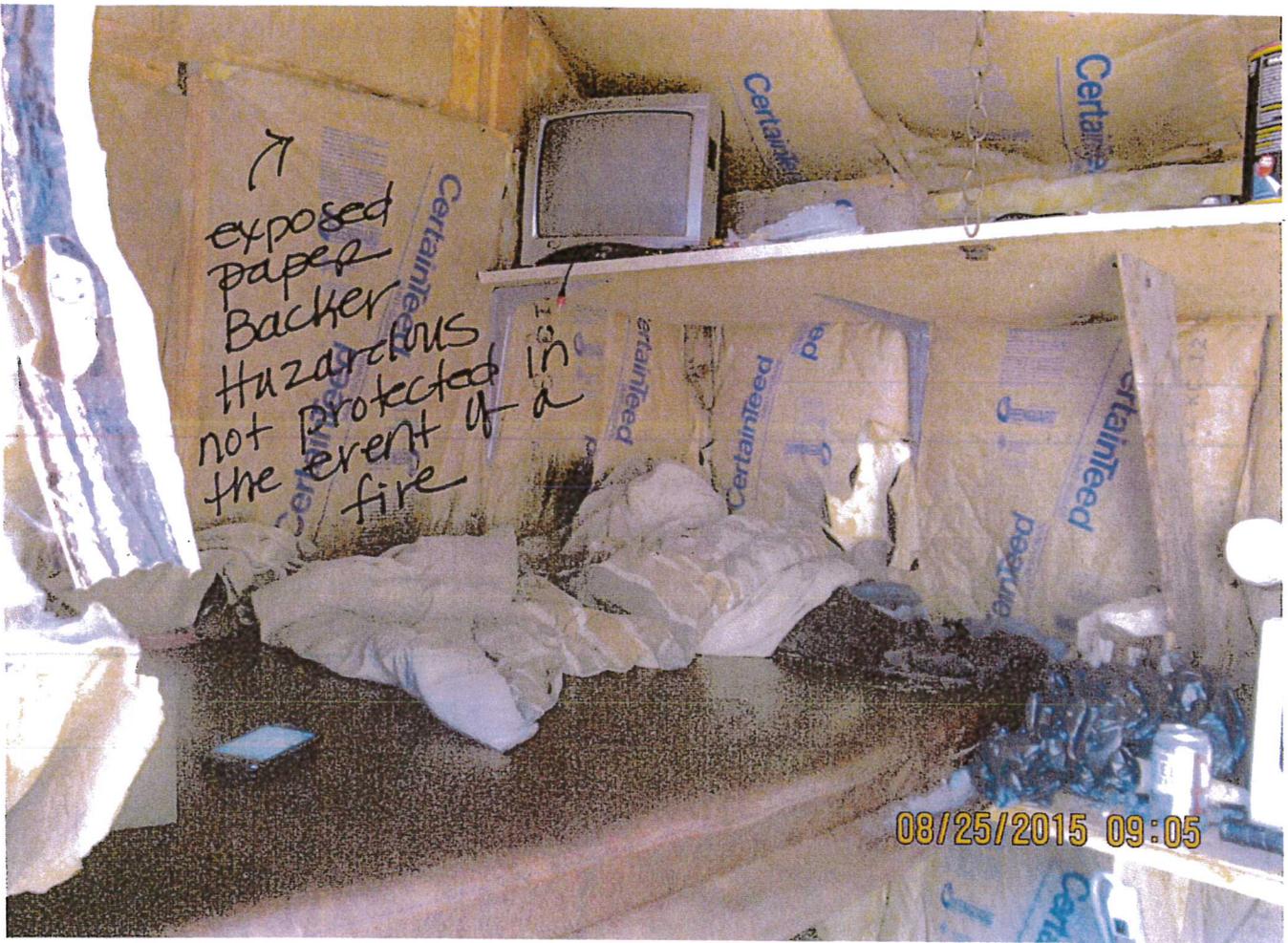
#35

Interior of temporary structure



#36

#32

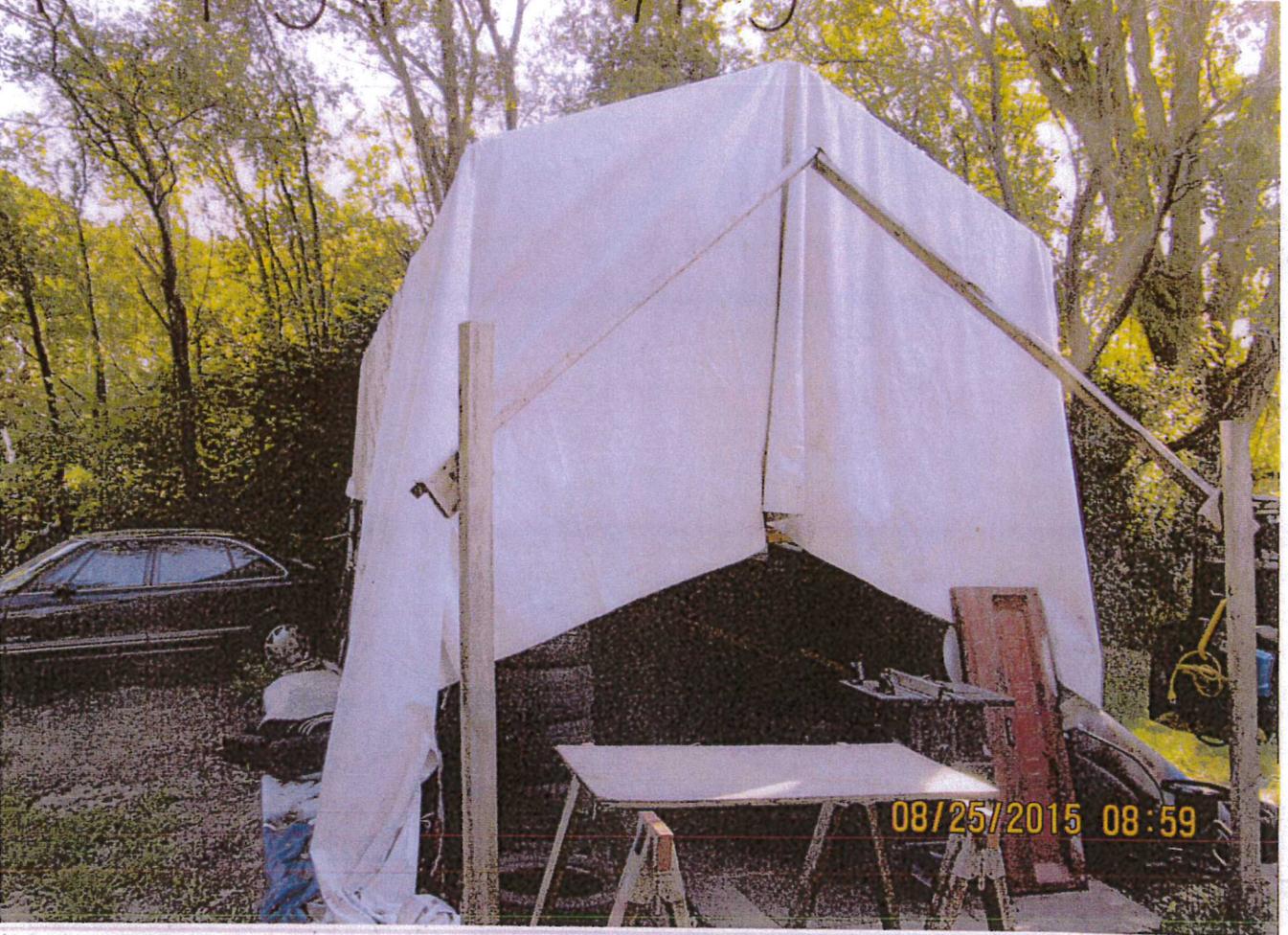


→
exposed
paper
Backer
Hazardous
not protected
the event of a
fire

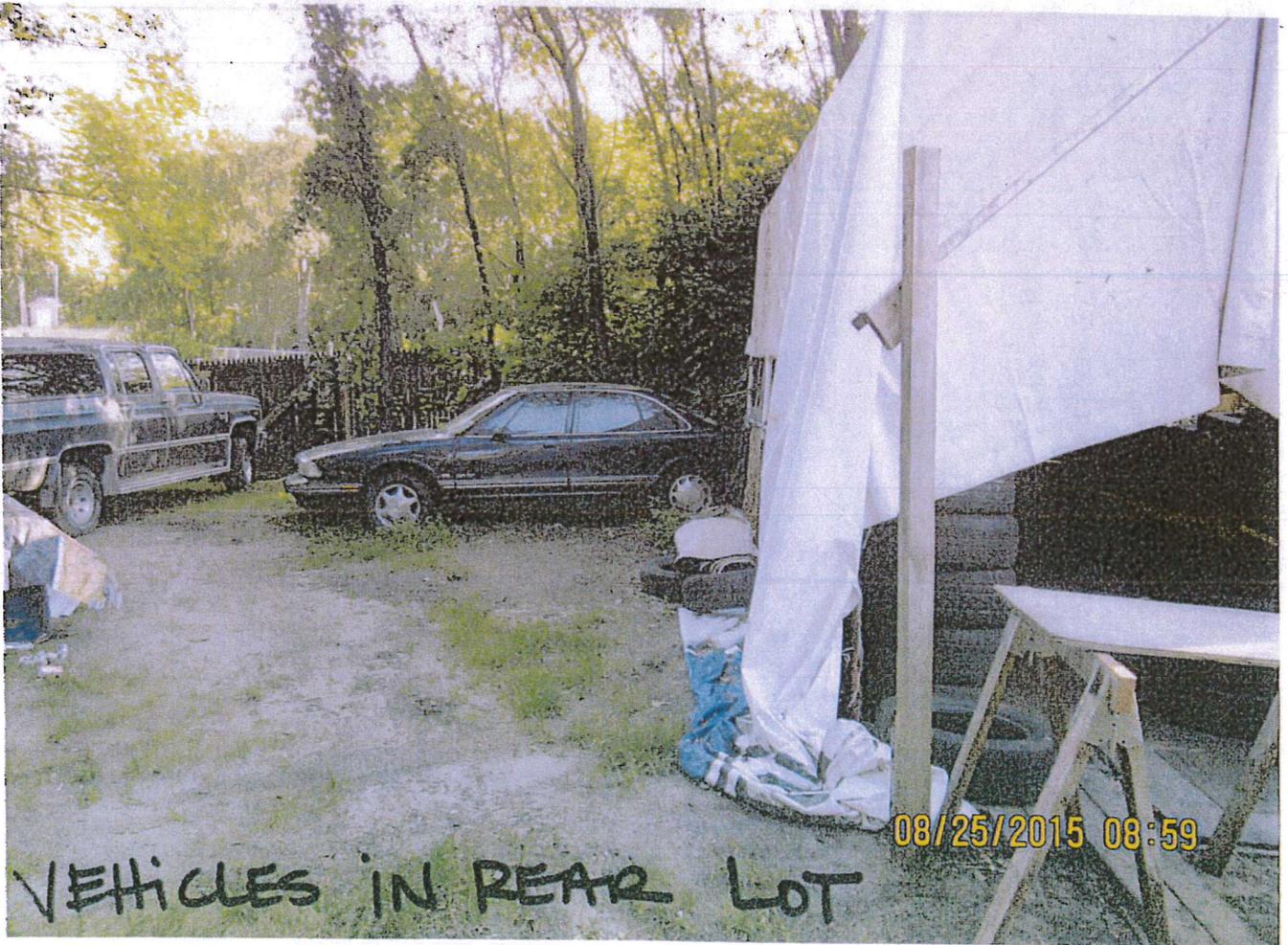
08/25/2015 09:05

9526 Foley Blvd temporary structure

33



34



VEHICLES IN REAR LOT



37

9526 Foley Blvd Dordrecht



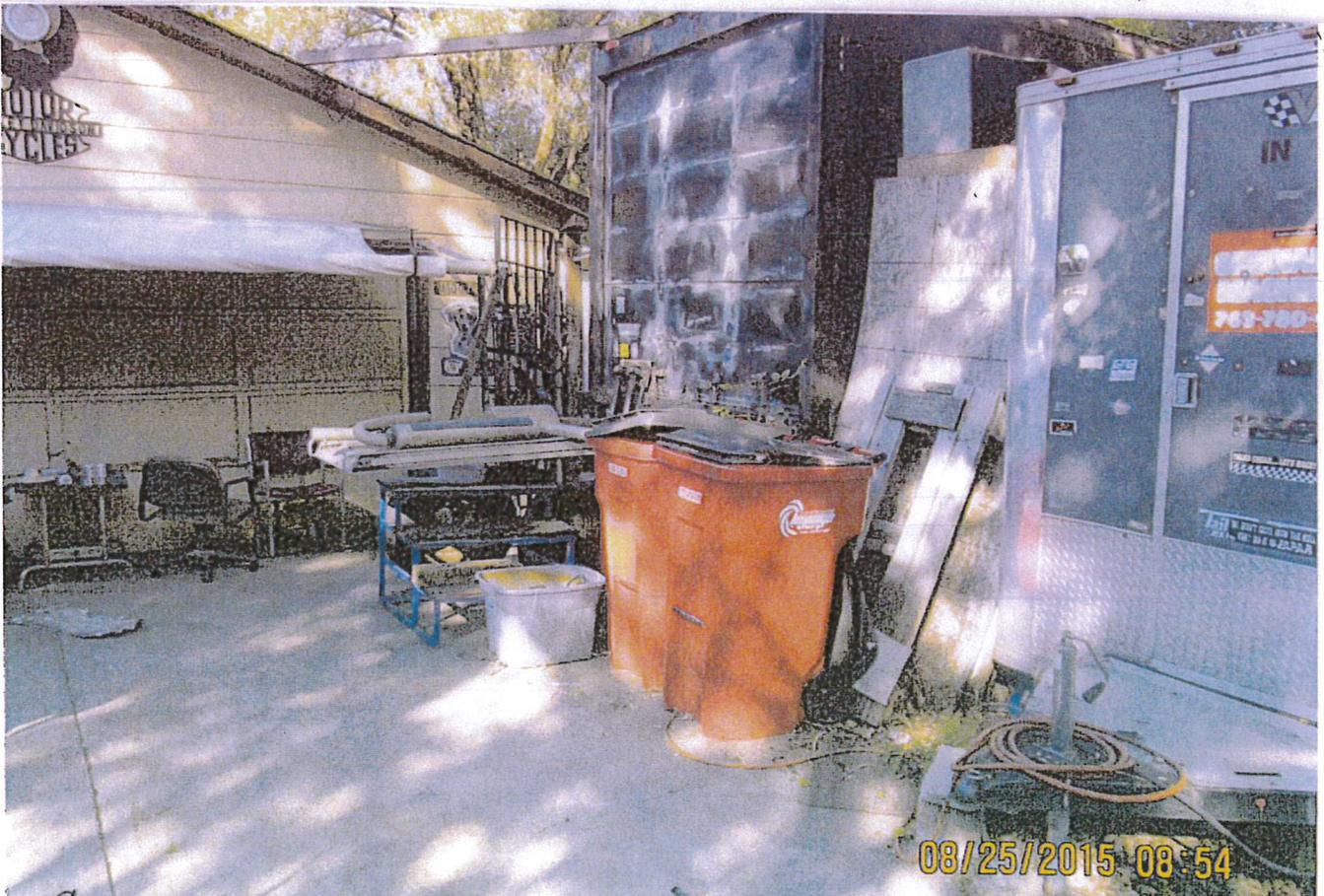
38

9526 Foley Blvd Front of garage



39

08/25/2015 08:55



40

08/25/2015 08:54

9526 Foley Blvd Front of garage / Driveway



REAR LOT

4



BACK LOT

42



43

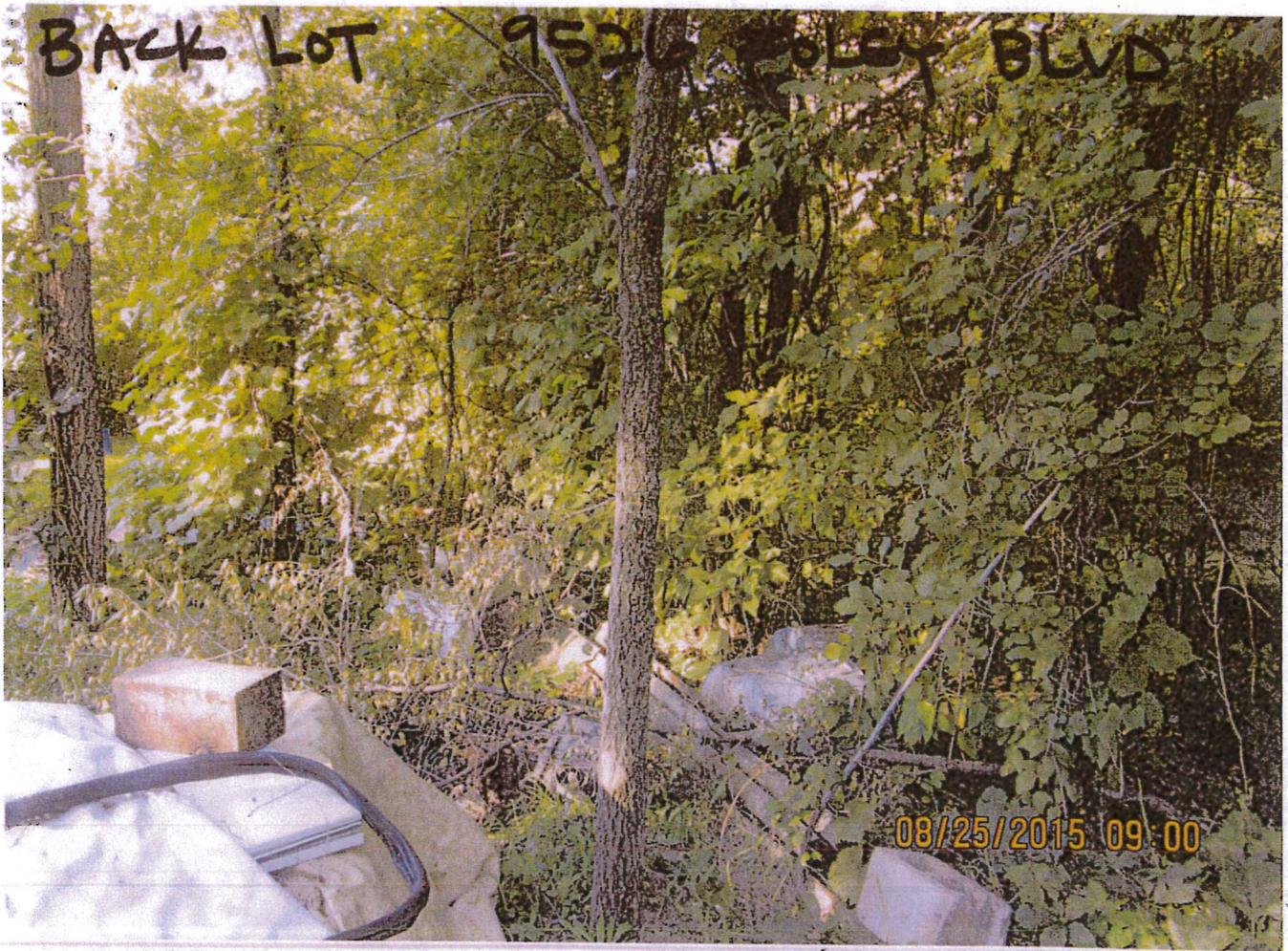
08/25/2015 08:59

BACKLOT

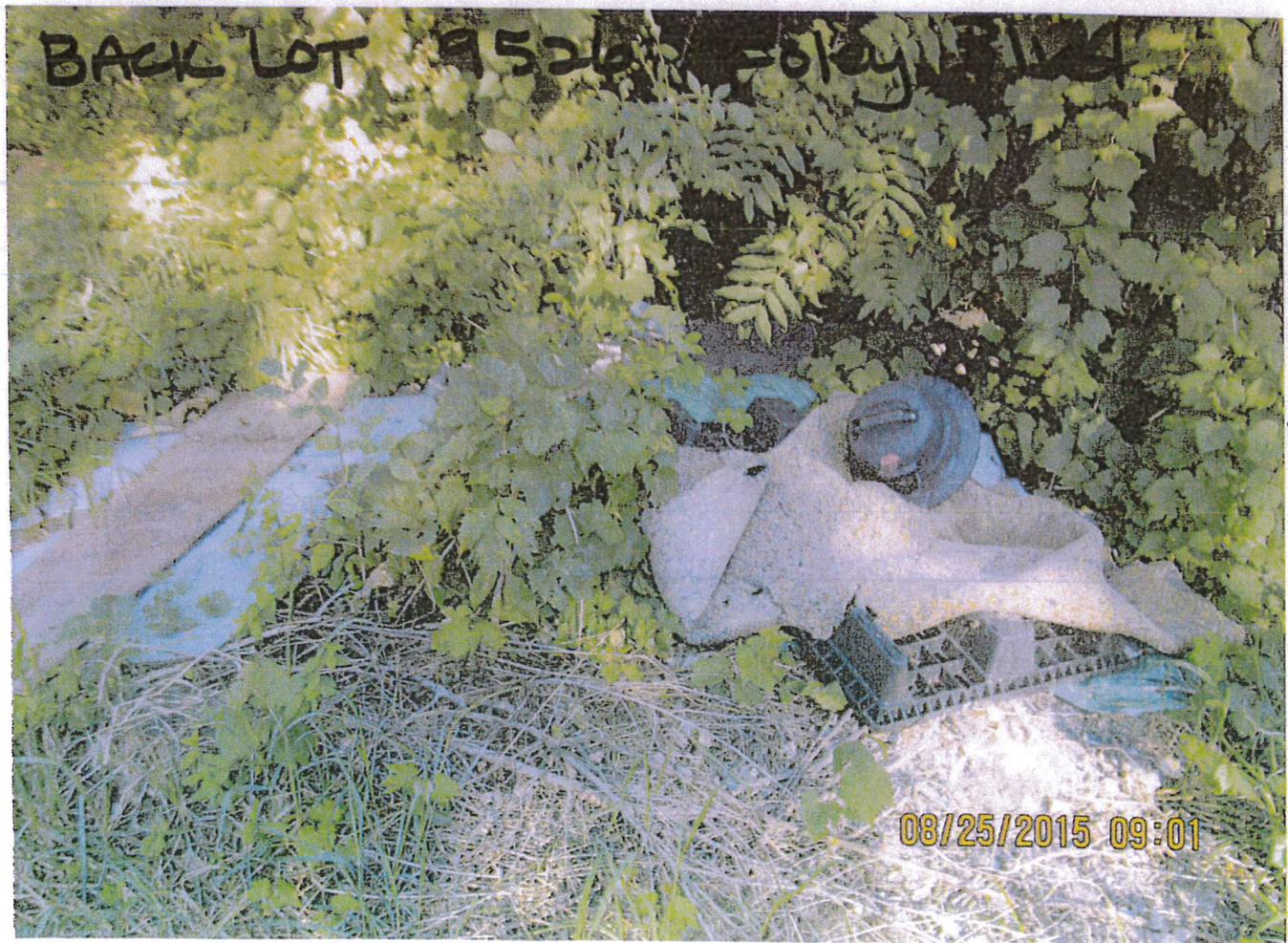


44

08/25/2015 08:59

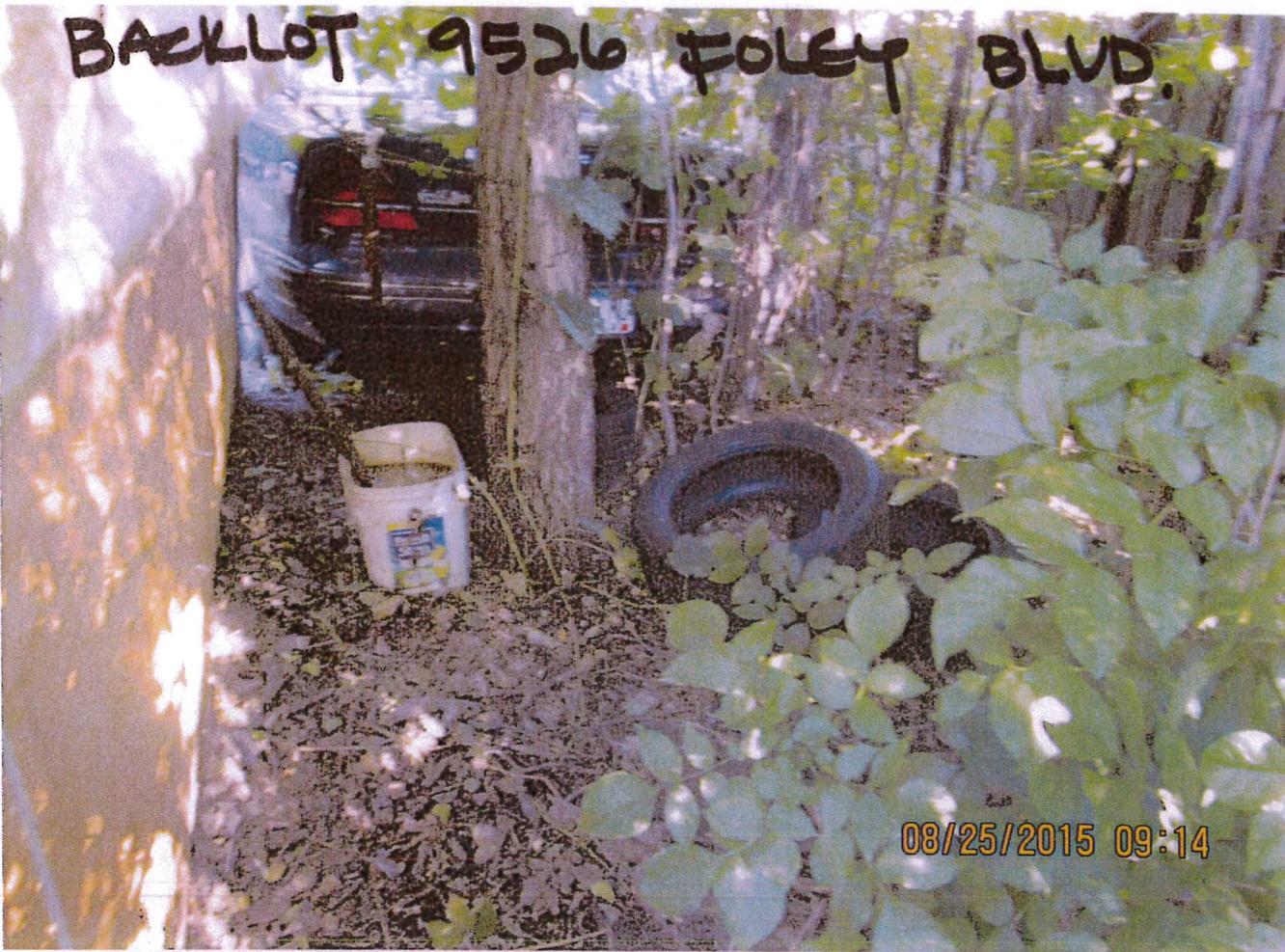


45



46

BACKLOT 9526 FOLEY BLVD.



08/25/2015 09:14

47

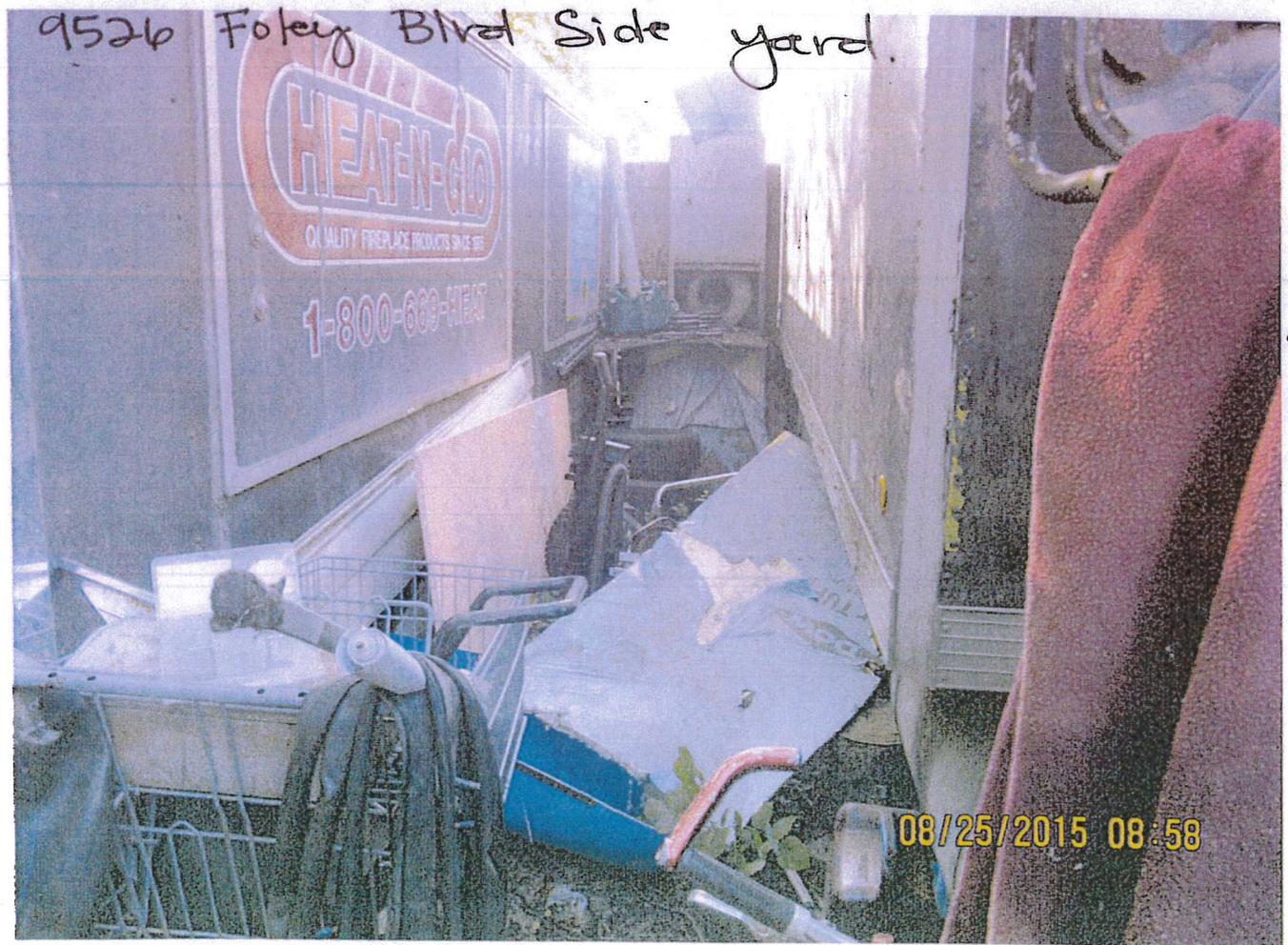


08/25/2015 09:14

48



49



50

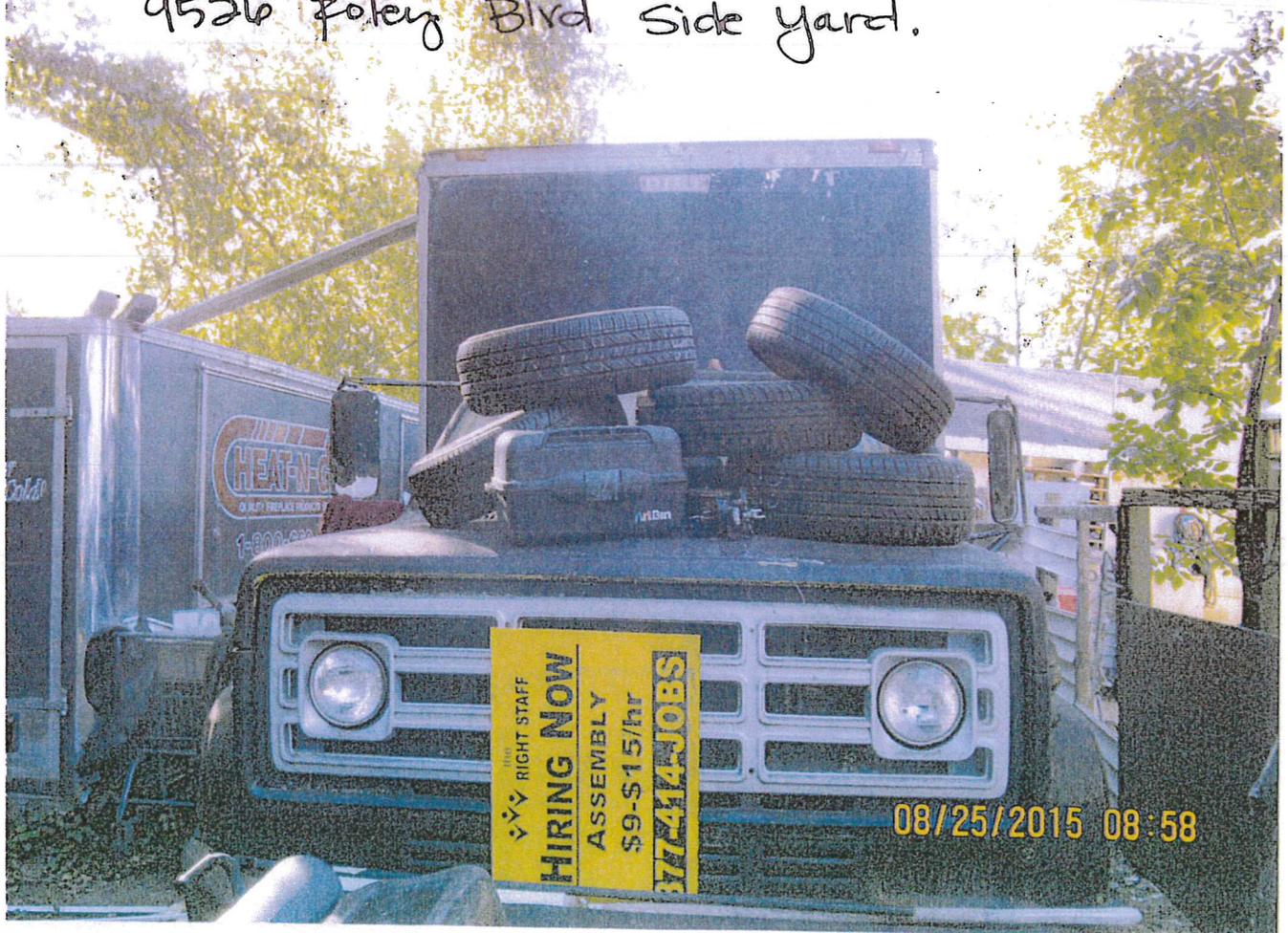
Miscellaneous Junk and debris



08/25/2015 08:58

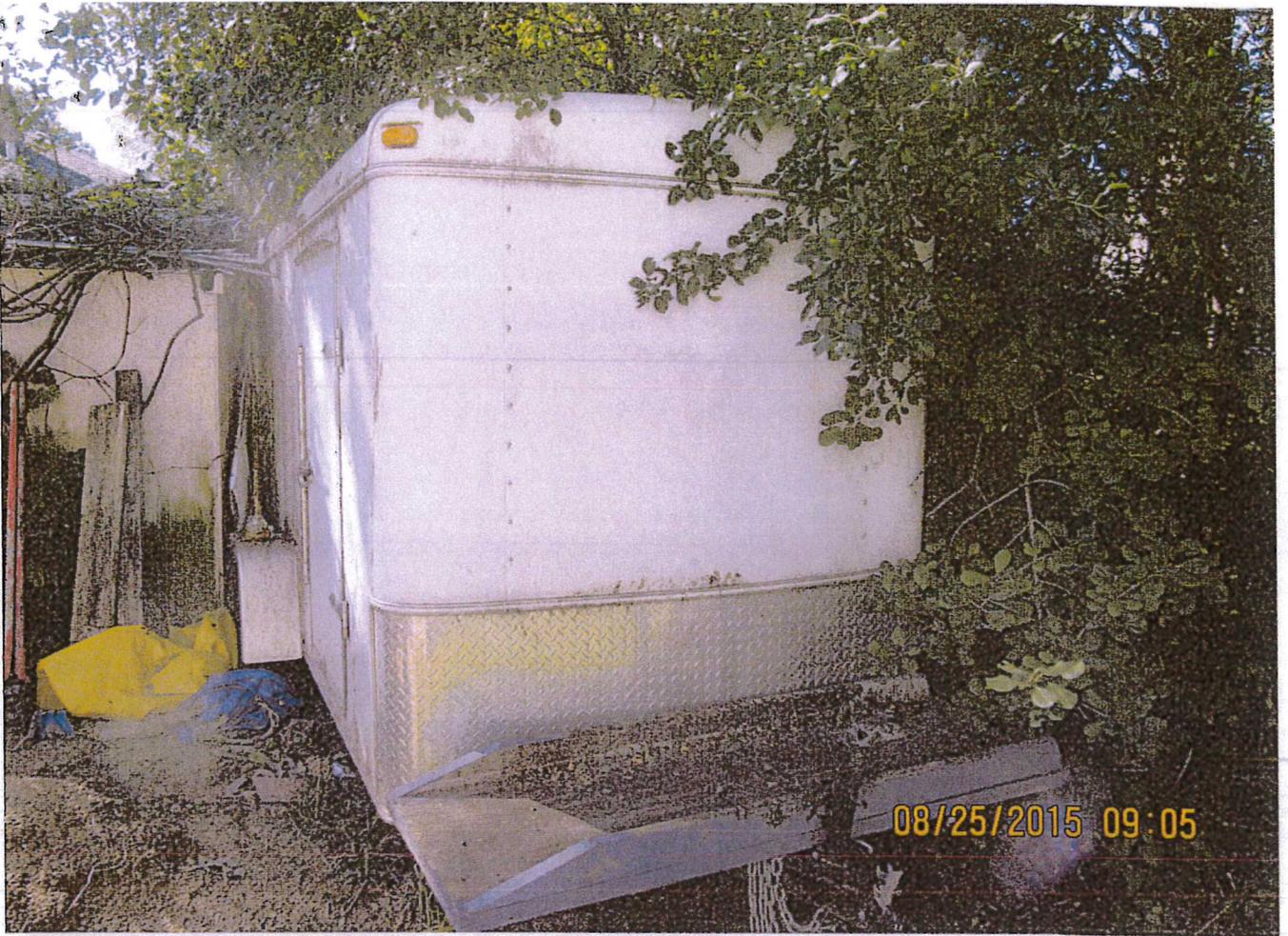
#51

9526 Foley Blvd Side yard.



08/25/2015 08:58

#52

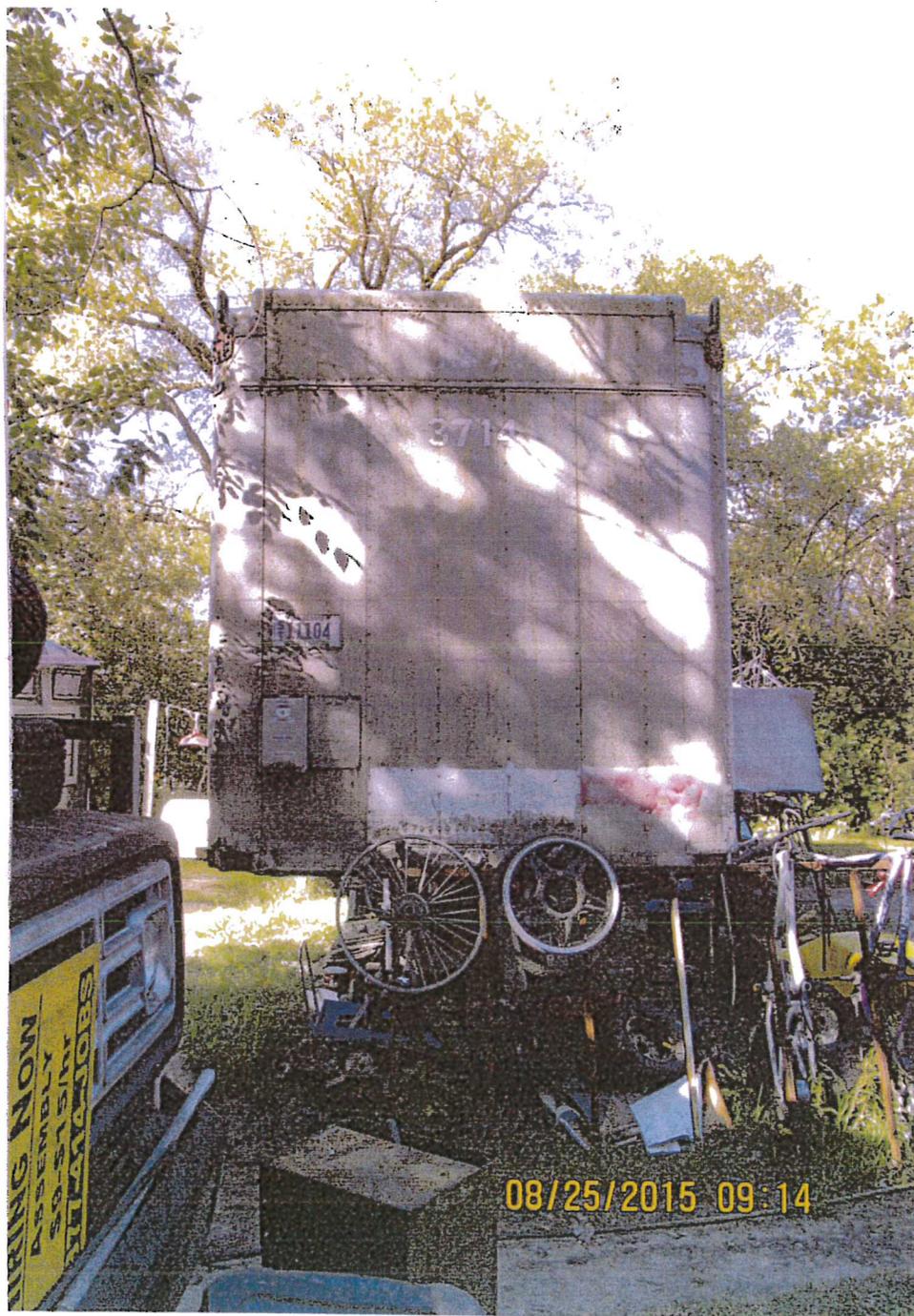


#53



#54

士
55



56



#57



#58



95TH LN

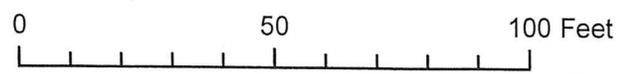
9526

9516

FOLEY BLVD



Photo date: April 2014



A

**CONTACTS AT
9526 FOLEY BLVD NW, COON RAPIDS, MN, 55433-**

<u>CASE #</u>	<u>DEPT</u>	<u>DATE</u>	<u>OFFENSE DESCRIPTION</u>
<u>15180886</u>	CR	08/25/2015	09911 ASSIST OTHER AGENCY (NON L
<u>15174955</u>	CR	08/17/2015	09801 DOMESTIC
<u>15174675</u>	CR	08/17/2015	09900 MISCELLANEOUS OFFICER
<u>15146689</u>	CR	07/14/2015	09826 UNWANTED PERSON
<u>15146173</u>	CR	07/14/2015	09805 DOMESTIC - FAMILY
<u>15116450</u>	CR	06/09/2015	09801 DOMESTIC
<u>15085763</u>	CR	04/30/2015	09900 MISCELLANEOUS OFFICER
<u>14231729</u>	CR	10/23/2014	09911 ASSIST OTHER AGENCY (NON L
<u>14217820</u>	CR	10/05/2014	09801 DOMESTIC
<u>14209091</u>	CR	09/24/2014	09826 UNWANTED PERSON
<u>14119037</u>	CR	06/07/2014	09826 UNWANTED PERSON
<u>14110733</u>	CR	05/28/2014	09826 UNWANTED PERSON
<u>14070716</u>	CR	04/08/2014	09826 UNWANTED PERSON
<u>12275027</u>	CR	12/13/2012	09600 FIRE - ALL OTHER
<u>11200264</u>	CR	09/02/2011	09805 DOMESTIC - FAMILY
<u>11148761</u>	CR	07/05/2011	09312 FOUND - ANIMAL
<u>10283404</u>	CR	12/13/2010	09827 911 HANG UP
<u>10174465</u>	CR	07/29/2010	09805 DOMESTIC - FAMILY
<u>09100611</u>	CR	05/05/2009	09827 911 HANG UP
<u>07159622</u>	CR	07/08/2007	09805 DOMESTIC - FAMILY
<u>06295532</u>	CR	12/17/2006	09827 911 HANG UP
<u>06241919</u>	CR	10/12/2006	09911 ASSIST OTHER AGENCY (NON L
<u>06224708</u>	CR	09/21/2006	09715 SUICIDE THREAT (NO ACTUAL
<u>06222820</u>	CR	09/19/2006	N3030 DISTURB PEACE-MS-DISORDERL
<u>06209432</u>	CR	09/03/2006	TQ029 THEFT-251-500-GM-BUILDING-
<u>06198205</u>	CR	08/22/2006	09801 DOMESTIC
<u>06159667</u>	CR	07/10/2006	09801 DOMESTIC
<u>05262139</u>	CR	11/03/2005	09801 DOMESTIC
<u>05259833</u>	CR	10/31/2005	09801 DOMESTIC
<u>05233174</u>	CR	09/30/2005	09801 DOMESTIC
<u>05232292</u>	CR	09/29/2005	09801 DOMESTIC
<u>05184660</u>	CR	08/07/2005	09801 DOMESTIC
<u>05101506</u>	CR	05/09/2005	09808 CIVIL DISPUTE
<u>05014877</u>	CR	01/21/2005	09801 DOMESTIC

A

COON RAPIDS POLICE DEPARTMENT				JCF	CASE NUMBER					
1155 ROBINSON DR NW, COON RAPIDS MN 55433				ADD'L PAGES	15180886					
CLASSIFICATION	CODE	DISP	CLASSIFICATION				CODE			
ASSIST OTHER AGENCY (NON LE)	09911									
CLASSIFICATION	CODE	DISP	CLASSIFICATION				CODE			
CLASSIFICATION	CODE	DISP	CLASSIFICATION				CODE			
REPORTING OFFICER(S)										
K063 YOUNG, KENNETH										
DATE REPORTED	ASSIGNED	ARRIVED	CLEARED	EARLIEST DATE/TIME OCCURRED		LATEST DATE/TIME OCCURRED				
8/25/2015	0843	0849	0929							
LOCATION OF OFFENSE/INCIDENT			APT #	GRID	VALUE STOLEN	VALUE DAMAGED	VALUE RECOVERED			
9526 FOLEY BLVD NW, COON RAPIDS, MN 55433-				331	\$	\$	\$			
A/J/U	REPORTING PARTY'S NAME			DATE OF BIRTH	SEX	RACE	HOME PHONE			
	CITY OF COON RAPIDS INSPECTIONS									
ADDRESS			APT	CITY	STATE	ZIP	WORK PHONE			
11155 ROBINSON DR NW				COON RAPIDS	MN	55433-				
NARRATIVE										
RP WANTED ASSISTANCE WITH CODE ENFORCEMENT ISSUES AT LOI. I LOCATED A MALE WHICH APPEARED TO BE LIVING FISH HOUSE AND A MALE LIVING IN A TRAILER ON THE PROPERTY AT LOI. THE MALE IN THE FISH HOUSE WAS ID'D VERBAL AS KRELL AND THE MALE IN THE TRAILER WAS ID'D VERBALLY AS GEORGE. GEORGE ADMITTED TO HAVE BEEN LIVING IN TRAILER FOR TWO MONTHS. RP TOOK PICTURES OF THE TRAILER AND FISH HOUSE. NO FURTHER ACTION.										
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
A	M	MCARTHUR ABEL KRELL			10/5/1971	M	W	511	180	
ADDRESS			APT	CITY	STATE	ZIP				
NPA					MN					
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
MACK			763-755-3975							
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
A	M	MARK ANDREW GEORGE			8/12/1980	M	W	504	145	
ADDRESS			APT	CITY	STATE	ZIP				
NPA					MN					
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
			763-780-0828							
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS			APT	CITY	STATE	ZIP				
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS			APT	CITY	STATE	ZIP				
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
ENTRY 1	ENTRY 2	ENTRY 3	ENTRY 4	SUPERVISOR	COPY TO		RELATED CASE NUMBERS:			

COON RAPIDS POLICE DEPARTMENT 11155 ROBINSON DR NW, COON RAPIDS MN 55433					JCF	CASE NUMBER 15174955				
					ADD'L PAGES					
CLASSIFICATION DOMESTIC	CODE 09801	DISP	CLASSIFICATION					CODE		
CLASSIFICATION	CODE	DISP	CLASSIFICATION					CODE		
CLASSIFICATION	CODE	DISP	CLASSIFICATION					CODE		
REPORTING OFFICER(S) K133 WEINBERG, KYLE										
DATE REPORTED 8/17/2015	ASSIGNED 1939	ARRIVED 1946	CLEARED 2031	EARLIEST DATE/TIME OCCURRED			LATEST DATE/TIME OCCURRED			
LOCATION OF OFFENSE/INCIDENT 9526 FOLEY BLVD NW, COON RAPIDS, MN 55433-				APT #	GRID 331	VALUE STOLEN \$	VALUE DAMAGED \$	VALUE RECOVERED \$		
A/J A	REPORTING PARTY'S NAME JOHN DELBERT BECKER			DATE OF BIRTH 3/14/1937		SEX M	RACE W	HOME PHONE 763-780-0828		
ADDRESS 9526 FOLEY BLVD NW			APT	CITY COON RAPIDS		STATE MN	ZIP 55433-	WORK PHONE		
NARRATIVE										
R/P SAID HE WAS HAVING A VERBAL DOMESTIC WITH HIS STEP SON (GEORGE) AT L/O.										
I ARRIVED AND GEORGE WAS GONE PRIOR TO MY ARRIVAL. THE R/P SAID GEORGE BECAME UPSET ABOUT SOME TIRES ON THE PROPERTY AND BEGAN THROWING THINGS AROUND. THE R/P SAID HE WAS FINE, BUT THAT HE DID NOT WANT GEORGE TO COME BACK. I ADVISED THE R/P IF HE WANTS TO KICK GEORGE OUT HE WOULD HAVE TO OBTAIN AN UNLAWFUL DETAIN. I EXPLAINED TO THE R/P HOW TO OBTAIN AN UNLAWFUL DETAINER.										
I CHECKED THE AREA FOR GEORGE BUT WAS UNABLE TO LOCATE HIM.										
NOTHING FURTHER										
A/J/U A	CODE M	NAME MARK ANDREW GEORGE			DOB 8/12/1980	SEX M	RACE W	HGT 504	WGT 145	HAIR
ADDRESS 9526 FOLEY BLVD NW			APT	CITY COON RAPIDS		STATE MN	ZIP 55433-			
ALIAS			HOME / BUS PHONE 763-780-0828		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS			APT	CITY		STATE	ZIP			
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS			APT	CITY		STATE	ZIP			
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS			APT	CITY		STATE	ZIP			
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			

COON RAPIDS POLICE DEPARTMENT 11155 ROBINSON DR NW, COON RAPIDS MN 55433					JCF	CASE NUMBER 15174675					
ADD'L PAGES											
CLASSIFICATION MISCELLANEOUS OFFICER			CODE 09900	DISP	CLASSIFICATION					CODE	
CLASSIFICATION			CODE	DISP	CLASSIFICATION					CODE	
CLASSIFICATION			CODE	DISP	CLASSIFICATION					CODE	
REPORTING OFFICER(S) K146 BROWN, TYLER											
DATE REPORTED 8/17/2015		ASSIGNED 1334	ARRIVED 1345	CLEARED 1351	EARLIEST DATE/TIME OCCURRED			LATEST DATE/TIME OCCURRED			
LOCATION OF OFFENSE/INCIDENT 9526 FOLEY BLVD NW, COON RAPIDS, MN 55433-					APT #	GRID 331	VALUE STOLEN \$	VALUE DAMAGED \$	VALUE RECOVERED \$		
A/J/J	REPORTING PARTY'S NAME COON RAPIDS INSPECTION DEPARTMENT				DATE OF BIRTH		SEX	RACE	HOME PHONE		
ADDRESS 11155 ROBINSON DR NW				APT	CITY COON RAPIDS		STATE MN	ZIP 55433-	WORK PHONE		
NARRATIVE											
I ASSISTED COON RAPIDS CITY INSPECTIONS WITH A HOUSING INSPECTION AT THE LOI. THE HOMEOWNER WAS NOT HOM NO FURTHER ACTION.											
A/J/J	CODE	NAME				DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS				APT	CITY			STATE	ZIP		
ALIAS			HOME / BUS PHONE			WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
A/J/J	CODE	NAME				DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS				APT	CITY			STATE	ZIP		
ALIAS			HOME / BUS PHONE			WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
A/J/J	CODE	NAME				DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS				APT	CITY			STATE	ZIP		
ALIAS			HOME / BUS PHONE			WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
A/J/J	CODE	NAME				DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS				APT	CITY			STATE	ZIP		
ALIAS			HOME / BUS PHONE			WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
ENTRY 1	ENTRY 2	ENTRY 3	ENTRY 4	SUPERVISOR	COPY TO			RELATED CASE NUMBERS:			

COON RAPIDS POLICE DEPARTMENT				JCF	CASE NUMBER					
11155 ROBINSON DR NW, COON RAPIDS MN 55433				ADD'L PAGES	15146689					
CLASSIFICATION	CODE	DISP	CLASSIFICATION	CODE						
UNWANTED PERSON	09826									
CLASSIFICATION	CODE	DISP	CLASSIFICATION	CODE						
TRESPASS NOTICE	09908									
CLASSIFICATION	CODE	DISP	CLASSIFICATION	CODE						
REPORTING OFFICER(S)										
K144 MARTELL, MATTHEW										
DATE REPORTED	ASSIGNED	ARRIVED	CLEARED	EARLIEST DATE/TIME OCCURRED			LATEST DATE/TIME OCCURRED			
7/14/2015	2256	2258	2315							
LOCATION OF OFFENSE/INCIDENT				APT #	GRID	VALUE STOLEN	VALUE DAMAGED	VALUE RECOVERED		
9526 FOLEY BLVD NW, COON RAPIDS, MN 55433-					331	\$	\$	\$		
A/J	REPORTING PARTY'S NAME			DATE OF BIRTH		SEX	RACE	HOME PHONE		
A	JOHN DELBERT BECKER			3/14/1937		M	W	763-780-0828		
ADDRESS			APT	CITY	STATE	ZIP	WORK PHONE			
9526 FOLEY ST NW				COON RAPIDS	MN	55433-				
NARRATIVE										
R/P WANTED KRELL REMOVED FROM THE L/O.										
OFFICER LOCATED KRELL AND HAD HIM GATHER HIS THINGS AND LEAVE THE L/O. R/P WANTED KRELL TRESPASSED FROM L/O. OFFICER ISSUED TRESPASS NOTICE TO KRELL.										
KRELL CLEAR NCIC.										
CLEAR.										
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
A	M	ELIJAH EUGENE KRELL			7/31/1976	M	W	602	200	
ADDRESS			APT	CITY	STATE	ZIP				
NPA					MN					
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
ELI										
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS			APT	CITY	STATE	ZIP				
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS			APT	CITY	STATE	ZIP				
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS			APT	CITY	STATE	ZIP				
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
ENTRY 1	ENTRY 2	ENTRY 3	ENTRY 4	SUPERVISOR	COPY TO		RELATED CASE NUMBERS:			

COON RAPIDS POLICE DEPARTMENT				JCF	CASE NUMBER					
1155 ROBINSON DR NW, COON RAPIDS MN 55433				ADD'L PAGES	15146173					
CLASSIFICATION	CODE	DISP	CLASSIFICATION	CODE						
DOMESTIC - FAMILY	09805	S								
CLASSIFICATION	CODE	DISP	CLASSIFICATION	CODE						
CLASSIFICATION	CODE	DISP	CLASSIFICATION	CODE						
REPORTING OFFICER(S)										
K064 KOSS, GREGORY										
DATE REPORTED	ASSIGNED	ARRIVED	CLEARED	EARLIEST DATE/TIME OCCURRED			LATEST DATE/TIME OCCURRED			
7/14/2015	1206	1216	1238							
LOCATION OF OFFENSE/INCIDENT				APT #	GRID	VALUE STOLEN	VALUE DAMAGED	VALUE RECOVERED		
9526 FOLEY BLVD NW, COON RAPIDS, MN 55433-					30M	\$	\$	\$		
A/J	REPORTING PARTY'S NAME				DATE OF BIRTH	SEX	RACE	HOME PHONE		
ADDRESS			APT	CITY	STATE	ZIP	WORK PHONE			
NARRATIVE										
JOHN BECKER SAID HIS STEP SON, MARK GEORGE, IS BREAKING BEER BOTTLES ON THE DRIVEWAY AT LOI.										
I ARRIVED TO FIND JOHN SWEEPING UP GLASS ON HIS DRIVEWAY. BOTH PARTIES SAID THAT MARK BECAME UPSET OVER CHANGING OF TWO MOTORCYCLE TIRES FOR HIS BUSINESS. MARK SAID HE WAS JUST VENTING. I TOLD MARK TO TAKE A WALK NEXT TIME TO VENT.										
I ALSO EXPLAINED UNLAWFUL DETAINERS TO JOHN BECKER WHO DID NOT SEEM INTERESTED ONCE AGAIN.										
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
A	C	JOHN DELBERT BECKER			3/14/1937	M	W	510	212	
ADDRESS				APT	CITY	STATE	ZIP			
9526 FOLEY BLVD NW					COON RAPIDS	MN	55433-			
ALIAS				HOME / BUS PHONE	WORK / 2ND BUS PHONE	CELL / PAGER / FAX				
				763-780-0828						
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
A	M	MARK ANDREW GEORGE			8/12/1980	M	W	504	145	
ADDRESS				APT	CITY	STATE	ZIP			
9526 FOLEY BLVD NW					COON RAPIDS	MN	55433-			
ALIAS				HOME / BUS PHONE	WORK / 2ND BUS PHONE	CELL / PAGER / FAX				
				763-780-0828						
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS				APT	CITY	STATE	ZIP			
ALIAS				HOME / BUS PHONE	WORK / 2ND BUS PHONE	CELL / PAGER / FAX				
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS				APT	CITY	STATE	ZIP			
ALIAS				HOME / BUS PHONE	WORK / 2ND BUS PHONE	CELL / PAGER / FAX				
ENTRY 1	ENTRY 2	ENTRY 3	ENTRY 4	SUPERVISOR	COPY TO	RELATED CASE NUMBERS:				

COON RAPIDS POLICE DEPARTMENT				JCF	CASE NUMBER					
11155 ROBINSON DR NW, COON RAPIDS MN 55433				ADD'L PAGES	15116450					
CLASSIFICATION	CODE	DISP	CLASSIFICATION				CODE			
DOMESTIC	09801									
CLASSIFICATION	CODE	DISP	CLASSIFICATION				CODE			
CLASSIFICATION	CODE	DISP	CLASSIFICATION				CODE			
REPORTING OFFICER(S)										
K082 WEGE, PHILLIP										
DATE REPORTED	ASSIGNED	ARRIVED	CLEARED	EARLIEST DATE/TIME OCCURRED		LATEST DATE/TIME OCCURRED				
6/9/2015	0855	0901	0931							
LOCATION OF OFFENSE/INCIDENT			APT #	GRID	VALUE STOLEN	VALUE DAMAGED	VALUE RECOVERED			
9526 FOLEY BLVD NW, COON RAPIDS, MN 55433-				33I	\$	\$	\$			
AJ	REPORTING PARTY'S NAME			DATE OF BIRTH	SEX	RACE	HOME PHONE			
ADDRESS			APT	CITY	STATE	ZIP	WORK PHONE			
NARRATIVE										
<p>BECKER REPORTED HAVING DIFFICULTIES WITH STEPSON GEORGE AT ABOVE LOCATION. BECKER SAID GEORGE IS A METH USER, HAS BEEN INCREASINGLY ERRATIC AND POTENTIALLY VIOLENT. BECKER SAID GEORGE HIT A FELLOW RESIDENT (F NAME MAC, NO OTHER INFO,) WITH A METAL PIPE DURING AN ARGUMENT YESTERDAY. BECKER WANTED GEORGE COMMI TO A MENTAL FACILITY.</p> <p>I SPOKE WITH GEORGE IN PERSON, WHO ADMITTED HE STRUGGLES WITH METH ADDICTION, SAID HE LAST USED DRUG AT A WEEK AGO. GEORGE SAID HE WAS WORKING WITH THE COUNTY TO SET UP TREATMENT. GEORGE SAID HE WAS NOT SUICIDAL AND DID NOT WANT TO HARM ANYONE. GEORGE ADMITTED TO THE ARGUMENT WITH MAC YESTERDAY, DENIED HITTING ANYONE. GEORGE WAS ABLE TO SPEAK RATIONALLY, GAVE REASONABLE ANSWERS TO QUESTIONS, ETC. GEORGE REFUSED MY OFFER OF TRANSPORT TO HOSPITAL FOR CHEMICAL DEPENDENCY ISSUE.</p> <p>I ADVISED ALL ON OPTIONS INCLUDING RESTRAINING ORDERS, DOMESTIC ISSUES, CLEARED.</p>										
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
A	C	JOHN DELBERT BECKER			3/14/1937	M	W	510	212	
ADDRESS			APT	CITY	STATE	ZIP				
9526 FOLEY ST NW				COON RAPIDS	MN	55433-				
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
			763-780-0828							
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
A	M	MARK ANDREW GEORGE			8/12/1980	M	W	504	145	
ADDRESS			APT	CITY	STATE	ZIP				
9526 FOLEY BLVD NW				COON RAPIDS	MN	55433-				
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
			763-780-0828							
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS			APT	CITY	STATE	ZIP				
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS			APT	CITY	STATE	ZIP				

COON RAPIDS POLICE DEPARTMENT				JCF	CASE NUMBER					
1155 ROBINSON DR NW, COON RAPIDS MN 55433				ADD'L PAGES	15085763					
CLASSIFICATION	CODE	DISP	CLASSIFICATION				CODE			
MISCELLANEOUS OFFICER	09900									
CLASSIFICATION	CODE	DISP	CLASSIFICATION				CODE			
CLASSIFICATION	CODE	DISP	CLASSIFICATION				CODE			
REPORTING OFFICER(S)										
K113 NEUFELD, JOSEPH										
DATE REPORTED	ASSIGNED	ARRIVED	CLEARED	EARLIEST DATE/TIME OCCURRED		LATEST DATE/TIME OCCURRED				
4/30/2015	1333	1346	1409							
LOCATION OF OFFENSE/INCIDENT			APT #	GRID	VALUE STOLEN	VALUE DAMAGED	VALUE RECOVERED			
9526 FOLEY BLVD NW, COON RAPIDS, MN 55433-				331	\$	\$	\$			
AJ	REPORTING PARTY'S NAME			DATE OF BIRTH	SEX	RACE	HOME PHONE			
ADDRESS			APT	CITY	STATE	ZIP	WORK PHONE			
NARRATIVE										
PUBLIC WORKS EMPLOYEE REQUESTED ASSISTANCE WITH AN IRRATE RESIDENT AT LOI. ARRIVED, EMPLOYEE STATED TH NEEDED TO TURN OFF WATER IN THE AREA WHICH AFFECTED THE HOUSE AT LOI AND ONE VACANT BUSINESS. EMPLOYEE SAID THE FEMALE RESIDENT OF LOI CAME OUTSIDE YELLING AT THEM AND DEMANDING THEY TURN HER WATER BACK ON EMPLOYEE SAID HE IS ABLE TO TEMPORARILY HOOK UP WATER TO LOI BUT NEEDS TO ACCESS THE HOUSE AND DID NOT WANT TO APPROACH THE RESIDENT BY HIMSELF.										
I MADE CONTACT WITH THE RESIDENT, M. BECKER, WHO WAS UPSET SHE HAD NOT BEEN NOTIFIED OF THE WATER SHUT AFTER SOME CONVERSATION, SHE ALLOWED THE EMPLOYEE TO ENTER HER HOME TO TURN OFF A VALVE. THE EMPLOYEE THEN HOOKED UP A HOSE TO LOI FROM A NEIGHBORING HOUSE SO THERE WOULD BE WATER AT LOI FOR MOST OF THE I										
NO PROBLEMS. CLEAR.										
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
A	M	MARY LOUISE BECKER			6/28/1950	F	W			
ADDRESS			APT	CITY	STATE	ZIP				
9526 FOLEY BLVD NW				COON RAPIDS	MN	55433-				
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
			763-780-0828							
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS			APT	CITY	STATE	ZIP				
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS			APT	CITY	STATE	ZIP				
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS			APT	CITY	STATE	ZIP				
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			

COON RAPIDS POLICE DEPARTMENT				JCF	CASE NUMBER
11155 ROBINSON DR NW, COON RAPIDS MN 55433				ADD'L PAGES	14231729
CLASSIFICATION	CODE	DISP	CLASSIFICATION	CODE	
ASSIST OTHER AGENCY (NON LE)	09911	S			
CLASSIFICATION	CODE	DISP	CLASSIFICATION	CODE	
CLASSIFICATION	CODE	DISP	CLASSIFICATION	CODE	
REPORTING OFFICER(S)					
K131 KIRCHNER, EMILY					
DATE REPORTED	ASSIGNED	ARRIVED	CLEARED	EARLIEST DATE/TIME OCCURRED	LATEST DATE/TIME OCCURRED
10/23/2014	0945	0952	1014	10/23/2014 9:45:00 AM	10/23/2014 9:45:00 AM
LOCATION OF OFFENSE/INCIDENT			APT #	GRID	VALUE STOLEN
9526 FOLEY BLVD NW, COON RAPIDS, MN 55433-				331	\$
					VALUE DAMAGED
					\$
					VALUE RECOVERED
					\$
A/J	REPORTING PARTY'S NAME			DATE OF BIRTH	SEX
					RACE
					HOME PHONE
ADDRESS			APT	CITY	STATE
					ZIP
					WORK PHONE
NARRATIVE					
RESPONDED TO L/O TO ASSIST COON RAPIDS CODE ENFORCEMENT WITH FOLLOW UP.					
UPON ARRIVAL BECKER, THE HOMEOWNER, WAS NOT THERE. CONTACT WAS MADE WITH KRELL WHO WAS LIVING IN AN IH HOUSE IN THE BACK YARD. KRELL WAS GIVEN VERBAL NOTICE BY CODE ENFORCEMENT TO VACATE THE PROPERTY WITH TWO WEEKS. I STOOD BY WHILE CODE ENFORCEMENT DOCUMENTED THE PROPERTY.					
CLEAR					
A/J/U	CODE	NAME			DOB
A	O	JOHN DELBERT BECKER			3/14/1937
		SEX	RACE	HGT	WGT
		M	W	510	220
HAIR					
ADDRESS			APT	CITY	STATE
9526 FOLEY BLVD NW				COON RAPIDS	MN
					ZIP
					55433-
ALIAS		HOME / BUS PHONE		WORK / 2ND BUS PHONE	
		763-780-0828			
				CELL / PAGER / FAX	
A/J/U	CODE	NAME			DOB
A	M	MCARTHUR ABEL KRELL			10/5/1971
		SEX	RACE	HGT	WGT
		M	W	511	180
HAIR					
ADDRESS			APT	CITY	STATE
9526 FOLEY BLVD NW				COON RAPIDS	MN
					ZIP
					55433-
ALIAS		HOME / BUS PHONE		WORK / 2ND BUS PHONE	
MACK		763-755-3975			
				CELL / PAGER / FAX	
A/J/U	CODE	NAME			DOB
		SEX	RACE	HGT	WGT
HAIR					
ADDRESS			APT	CITY	STATE
					ZIP
ALIAS		HOME / BUS PHONE		WORK / 2ND BUS PHONE	
				CELL / PAGER / FAX	
A/J/U	CODE	NAME			DOB
		SEX	RACE	HGT	WGT
HAIR					
ADDRESS			APT	CITY	STATE
					ZIP
ALIAS		HOME / BUS PHONE		WORK / 2ND BUS PHONE	
				CELL / PAGER / FAX	
ENTRY 1	ENTRY 2	ENTRY 3	ENTRY 4	SUPERVISOR	COPY TO
					RELATED CASE NUMBERS:

COON RAPIDS POLICE DEPARTMENT 1155 ROBINSON DR NW, COON RAPIDS MN 55433				JCF	CASE NUMBER 14217820					
				ADD'L PAGES						
CLASSIFICATION DOMESTIC	CODE 09801	DISP	CLASSIFICATION	CODE						
CLASSIFICATION ORDINANCE COMPLAINTS - ALL OT	CODE 09850	DISP	CLASSIFICATION	CODE						
CLASSIFICATION	CODE	DISP	CLASSIFICATION	CODE						
REPORTING OFFICER(S) K103 MORRIS, PATRICIA K133 WEINBERG, KYLE										
DATE REPORTED 10/5/2014	ASSIGNED 1607	ARRIVED 1614	CLEARED 1643	EARLIEST DATE/TIME OCCURRED	LATEST DATE/TIME OCCURRED					
LOCATION OF OFFENSE/INCIDENT 9526 FOLEY BLVD NW, COON RAPIDS, MN 55433-			APT #	GRID 33I	VALUE STOLEN \$					
				VALUE DAMAGED \$	VALUE RECOVERED \$					
AJ	REPORTING PARTY'S NAME A JOHN DELBERT BECKER			DATE OF BIRTH 3/14/1937	SEX M					
				RACE W	HOME PHONE 763-780-0828					
ADDRESS 9526 FOLEY BLVD NW		APT	CITY COON RAPIDS	STATE MN	ZIP 55433-					
					WORK PHONE					
NARRATIVE										
DISPATCHED TO THE LOI WHERE THE RP REPORTED HE WANTED A DRUNK MALE REMOVED FROM THE PROPERTY BEFORE HE TOOK A BASEBALL BAT TO HIM. UPON ARRIVAL THE RP SAID HE WANTED ELIJAH KRELL REMOVED BECAUSE HE WAS LIVING IN A CAMPER AT THE NORTH END OF THE PROPERTY AND ALWAYS CAUSING PROBLEMS. ELIJAH KRELL AGREED TO LEAVE AND GO TO HIS PARENTS HOME. WHILE AT THE LOI I FOUND MCARTHUR KRELL LIVING IN AN OUTDOOR SHED ON THE RP'S PROPERTY. THE SHED HAS ELECTRICAL EXTENSION CORDS RUNNING TO IT AND IS HEATED WITH AN ELECTRICAL SPACE HEATER.										
I TOOK SEVERAL PICTURES OF THE PROPERTY THAT IS LITTERED WITH SEVERAL PILES OF USED TIRES, A PORTABLE TOILET "FOR CUSTOMERS", SEMI TRAILER, CAR'S, BOAT, AND ALL SORTS OF MISC DEBRIS. THE RP STATED THE PORTABLE TOILET SERVICED TWICE A YEAR, ONCE IN THE SPRING AND THEN AGAIN IN THE FALL.										
THE INFORMATION RECEIVED FROM THE RP INDICATED THE CITY IS AWARE OF THE ISSUES AND HE WILL BE ATTENDING A COUNCIL MEETING THIS MONTH REGARDING HIS PROPERTY. I WILL FORWARD COPIES OF THE 23 PHOTO'S I TOOK ALONG WITH A COPY OF THIS ICR TO CODE ENFORCEMENT ALONG WITH A IMAGE ROSTER.										
IMAGES 0795, 0796, 0797 AND 0798 ARE PHOTO'S OF THE SHED OCCUPIED BY MCARTHUR KRELL AND PHOTO 0799 IS THE CAMPER ELIJAH HAS BEEN STAYING IN. NO FURTHER ACTION AT THIS TIME.										
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
A	M	ELIJAH EUGENE KRELL			7/31/1976	M	W	602	210	
ADDRESS NPA		APT	CITY		STATE	ZIP MN				
ALIAS		HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX				
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
A	M	MCARTHUR ABEL KRELL			10/5/1971	M	W	511	180	
ADDRESS NPA		APT	CITY		STATE	ZIP MN				
ALIAS MACK		HOME / BUS PHONE 763-755-3975		WORK / 2ND BUS PHONE		CELL / PAGER / FAX				
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS		APT	CITY		STATE	ZIP				
ALIAS		HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX				

COON RAPIDS POLICE DEPARTMENT 1155 ROBINSON DR NW, COON RAPIDS MN 55433					JCF	CASE NUMBER 14209091						
CLASSIFICATION UNWANTED PERSON		CODE 09826	DISP S	CLASSIFICATION					CODE			
CLASSIFICATION		CODE	DISP	CLASSIFICATION					CODE			
CLASSIFICATION		CODE	DISP	CLASSIFICATION					CODE			
REPORTING OFFICER(S) K063 YOUNG, KENNETH												
DATE REPORTED 9/24/2014		ASSIGNED 1117	ARRIVED 1129	CLEARED 1136	EARLIEST DATE/TIME OCCURRED			LATEST DATE/TIME OCCURRED				
LOCATION OF OFFENSE/INCIDENT 9526 FOLEY BLVD NW, COON RAPIDS, MN 55433-					APT #	GRID 331	VALUE STOLEN \$	VALUE DAMAGED \$	VALUE RECOVERED \$			
A/J	REPORTING PARTY'S NAME A JOHN DELBERT BECKER				DATE OF BIRTH 3/14/1937		SEX M	RACE W	HOME PHONE 763-780-0828			
ADDRESS 9526 FOLEY BLVD NW			APT	CITY COON RAPIDS		STATE MN	ZIP 55433-	WORK PHONE				
NARRATIVE												
RP WANTED KRELL REMOVED FROM HIS PROPERTY. UPON ARRIVAL KRELL WAS READY TO LEAVE AND THEN LEFT. NO FURTHER ACTION.												
A/J/U	CODE	NAME A M ELIJAH EUGENE KRELL				DOB 7/31/1976		SEX M	RACE W	HGT 602	WGT 210	HAIR
ADDRESS NPA			APT	CITY				STATE MN	ZIP			
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE			CELL / PAGER / FAX				
A/J/U	CODE	NAME				DOB		SEX	RACE	HGT	WGT	HAIR
ADDRESS			APT	CITY				STATE	ZIP			
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE			CELL / PAGER / FAX				
A/J/U	CODE	NAME				DOB		SEX	RACE	HGT	WGT	HAIR
ADDRESS			APT	CITY				STATE	ZIP			
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE			CELL / PAGER / FAX				
A/J/U	CODE	NAME				DOB		SEX	RACE	HGT	WGT	HAIR
ADDRESS			APT	CITY				STATE	ZIP			
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE			CELL / PAGER / FAX				
ENTRY 1	ENTRY 2	ENTRY 3	ENTRY 4	SUPERVISOR		COPY TO		RELATED CASE NUMBERS:				

COON RAPIDS POLICE DEPARTMENT					JCF	CASE NUMBER					
1155 ROBINSON DR NW, COON RAPIDS MN 55433					ADD'L PAGES	14119037					
CLASSIFICATION			CODE	DISP	CLASSIFICATION			CODE			
UNWANTED PERSON			09826	S							
CLASSIFICATION			CODE	DISP	CLASSIFICATION			CODE			
CLASSIFICATION			CODE	DISP	CLASSIFICATION			CODE			
REPORTING OFFICER(S)											
K113 NEUFELD, JOSEPH											
DATE REPORTED		ASSIGNED	ARRIVED	CLEARED	EARLIEST DATE/TIME OCCURRED			LATEST DATE/TIME OCCURRED			
6/7/2014		1852	1915	1919							
LOCATION OF OFFENSE/INCIDENT					APT #	GRID	VALUE STOLEN	VALUE DAMAGED	VALUE RECOVERED		
9526 FOLEY BLVD NW, COON RAPIDS, MN 55433-						33I	\$	\$	\$		
A/J	REPORTING PARTY'S NAME				DATE OF BIRTH		SEX	RACE	HOME PHONE		
A	JOHN DELBERT BECKER				3/14/1937		M	W	763-780-0828		
ADDRESS				APT	CITY		STATE	ZIP	WORK PHONE		
9526 FOLEY BLVD NW					COON RAPIDS		MN	55433-			
NARRATIVE											
R/P REQUESTED E. KRELL BE REMOVED FROM LOI. ARRIVED, HAD KRELL LEAVE. KRELL WAS CLEAR NCIC.											
KRELL IS HOMELESS.											
CLEAR.											
A/J/U	CODE	NAME				DOB	SEX	RACE	HGT	WGT	HAIR
A	M	ELIJAH EUGENE KRELL				7/31/1976	M	W	602	210	
ADDRESS				APT	CITY			STATE	ZIP		
NPA								MN			
ALIAS				HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
A/J/U	CODE	NAME				DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS				APT	CITY			STATE	ZIP		
ALIAS				HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
A/J/U	CODE	NAME				DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS				APT	CITY			STATE	ZIP		
ALIAS				HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
A/J/U	CODE	NAME				DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS				APT	CITY			STATE	ZIP		
ALIAS				HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
ENTRY 1	ENTRY 2	ENTRY 3	ENTRY 4	SUPERVISOR	COPY TO			RELATED CASE NUMBERS:			

COON RAPIDS POLICE DEPARTMENT					JCF	CASE NUMBER					
11155 ROBINSON DR NW, COON RAPIDS MN 55433					ADD'L PAGES	14110733					
CLASSIFICATION			CODE	DISP	CLASSIFICATION					CODE	
UNWANTED PERSON			09826	S							
CLASSIFICATION			CODE	DISP	CLASSIFICATION					CODE	
CLASSIFICATION			CODE	DISP	CLASSIFICATION					CODE	
REPORTING OFFICER(S)											
K095 RUIS, JASON											
DATE REPORTED		ASSIGNED	ARRIVED	CLEARED	EARLIEST DATE/TIME OCCURRED			LATEST DATE/TIME OCCURRED			
5/28/2014		2125	2130	2136							
LOCATION OF OFFENSE/INCIDENT					APT #	GRID	VALUE STOLEN	VALUE DAMAGED	VALUE RECOVERED		
9526 FOLEY BLVD NW, COON RAPIDS, MN 55433-						331	\$	\$	\$		
A/J	REPORTING PARTY'S NAME				DATE OF BIRTH		SEX	RACE	HOME PHONE		
A	JOHN DELBERT BECKER				3/14/1937		M	W	763-780-0828		
ADDRESS				APT	CITY		STATE	ZIP	WORK PHONE		
9526 FOLEY BLVD NW					COON RAPIDS		MN	55433-			
NARRATIVE											
R/P REPORTING AN UNWANTED MALE HANGING OUT IN THE BACK YARD OF LOI REFUSING TO LEAVE.											
R/P ADVISED OFFICER THAT KRELL IS HOMELESS, RIDES AROUND IN THE AREA ALL NIGHT AND HANGS OUT IN HIS YARD. KRELL WAS GONE UPON ARRIVAL.											
R/P WAS ADVISED TO GET AN HRO AGAINST KRELL.											
A/J/U	CODE	NAME				DOB	SEX	RACE	HGT	WGT	HAIR
A	M	ELI EUGENE KRELL				7/31/1976	M				
ADDRESS				APT	CITY		STATE	ZIP			
NPA							MN				
ALIAS				HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
A/J/U	CODE	NAME				DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS				APT	CITY		STATE	ZIP			
ALIAS				HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
A/J/U	CODE	NAME				DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS				APT	CITY		STATE	ZIP			
ALIAS				HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
A/J/U	CODE	NAME				DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS				APT	CITY		STATE	ZIP			
ALIAS				HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX			
ENTRY 1	ENTRY 2	ENTRY 3	ENTRY 4	SUPERVISOR	COPY TO			RELATED CASE NUMBERS:			

COON RAPIDS POLICE DEPARTMENT 1155 ROBINSON DR NW, COON RAPIDS MN 55433				JCF	CASE NUMBER					
				ADD'L PAGES	14070716					
CLASSIFICATION	CODE	DISP	CLASSIFICATION	CODE						
UNWANTED PERSON	09826	S								
CLASSIFICATION	CODE	DISP	CLASSIFICATION	CODE						
CLASSIFICATION	CODE	DISP	CLASSIFICATION	CODE						
REPORTING OFFICER(S) K125 GUSTAFSON, CAMERON										
DATE REPORTED	ASSIGNED	ARRIVED	CLEARED	EARLIEST DATE/TIME OCCURRED	LATEST DATE/TIME OCCURRED					
4/8/2014	1153	1155	1210							
LOCATION OF OFFENSE/INCIDENT		APT #	GRID	VALUE STOLEN	VALUE DAMAGED					
9526 FOLEY BLVD NW, COON RAPIDS, MN 55433-			331	\$	\$					
A/J	REPORTING PARTY'S NAME			DATE OF BIRTH	SEX RACE HOME PHONE					
A	JOHN DELBERT BECKER			3/14/1937	M W 763-780-0828					
ADDRESS		APT	CITY	STATE	ZIP WORK PHONE					
9526 FOLEY BLVD NW			COON RAPIDS	MN	55433-					
NARRATIVE										
R/P REQUESTED AN ASSIST IN REMOVING AN UNWANTED MALE, KRELL, FROM THE L/O. THE R/P AND MYSELF TOLD KRELL LEAVE AND NOT RETURN. KRELL LEFT WITHOUT INCIDENT.										
I ADVISED THE R/P TO CALL BACK IF KRELL RETURNED.										
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
A	S	ELIJAH EUGENE KRELL			7/31/1976	M	W	602	210	
ADDRESS		APT	CITY		STATE	ZIP				
NPA					MN					
ALIAS		HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX				
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS		APT	CITY		STATE	ZIP				
ALIAS		HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX				
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS		APT	CITY		STATE	ZIP				
ALIAS		HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX				
A/J/U	CODE	NAME			DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS		APT	CITY		STATE	ZIP				
ALIAS		HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX				
ENTRY 1	ENTRY 2	ENTRY 3	ENTRY 4	SUPERVISOR	COPY TO	RELATED CASE NUMBERS:				

COON RAPIDS POLICE DEPARTMENT 11155 ROBINSON DR NW, COON RAPIDS MN 55433				JCF	CASE NUMBER 12275027		
				ADD'L PAGES			
CLASSIFICATION FIRE - ALL OTHER	CODE 09600	DISP S	CLASSIFICATION			CODE	
CLASSIFICATION SUSPICION - ALL OTHER ACTIVIT	CODE 09820	DISP S	CLASSIFICATION			CODE	
CLASSIFICATION	CODE	DISP	CLASSIFICATION			CODE	
REPORTING OFFICER(S) K094 SHARON, THOMAS K081 PANTELIS, KONSTANTINE GUS							
DATE REPORTED 12/13/2012	ASSIGNED 1555	ARRIVED 1555	CLEARED 1629	EARLIEST DATE/TIME OCCURRED 12/13/2012 3:55:00 PM		LATEST DATE/TIME OCCURRED	
LOCATION OF OFFENSE/INCIDENT 9526 FOLEY BLVD NW, COON RAPIDS, MN 55433-			APT #	GRID	VALUE STOLEN	VALUE DAMAGED	VALUE RECOVER
				33I	\$	\$	\$
AJ	REPORTING PARTY'S NAME A CORY MICHEAL KLOCEK			DATE OF BIRTH 11/12/1984	SEX M	RACE W	HOME PHONE
ADDRESS 10961 FOLEY BLVD NW			APT	CITY COON RAPIDS	STATE MN	ZIP 55433-	WORK PHONE
NARRATIVE							
<p>REPORT OF A POSSIBLE HOUSE FIRE ACROSS FOLEY BLVD FROM THE PARK AND RIDE. DISPATCH ADVISED THEY HAD SEVERAL CALLS ABOUT A POSSIBLE HOUSE FIRE. FIRE FIGHTER MOEN WITH CRFD REPORTED HEAVY SMOKE IN THE ARE COVERING SEVERAL HOUSES. THE SMOKE HAD DISSIPATED UPON MY ARRIVAL. UPON CHECKING I COULD SEE SMOKE CC FROM THE BACK YARD AT L/O. I CHECKED FURTHER AND FOUND A BURN BARREL WITH SMOKE COMING FROM IT. I LOOKE THE BARREL AND FOUND SEVERAL SPOOLS OF COPPER ELECTRICAL WIRE WITH THE INSULATION BURNT OFF OF IT. THEY WAS FRESH SNOW PLACED ON THE BURNING WIRE TO PUT IT OUT.</p> <p>I KNOCKED ON THE DOOR TO THE SHED NEXT TO THE FIRE AND NO ONE ANSWERED. I OPENED THE DOOR AND IT LOOKS SOMEONE IS LIVING IN THE SHED/TRAILER. THERE WAS A COUCH INSIDE AND ELECTRICAL WIRES RUN FROM THE GARAG THE SHED. INSIDE THE SHED WAS AN ELECTRIC HEATER.</p> <p>I KNOCKED ON THE FRONT DOOR OF THE HOUSE AND FOUND THAT NO ONE WOULD ANSWER. THERE IS A CAMERA IN THE WINDOW COVERING THE FRONT DOOR.</p> <p>CRFD AND THE COON RAPIDS HOUSING DEPT RESPONDED THE INCIDENT AS WELL.</p> <p>NEAR THE BURNT WIRE THERE WAS A DRINKING GLASS WITH A CLEAR COVER AND STRAW IN IT. THE DRINK GLASS STILL ICE CUBES INSIDE IT. THAT GLASS WAS TAKEN AND PLACED INTO EVIDENCE. THERE WERE ALSO 4 SMALL PIECES OF WIRI (BLACK, GREEN, WHITE, AND RED) NEXT TO THE DRINK GLASS THAT WERE PLACED INTO EVIDENCE.</p> <p>I COLLECTED THE COPPER WIRE FROM THE BURN BARREL AND PUT IT INTO A PLASTIC CONTAINER FOUND NEXT TO THE I BARREL AND PUT IT INTO EVIDENCE.</p> <p>I CHECKED RECORDS AND IT LOOKS LIKE JOHN BECKER IS THE OWNER OF THE PROPERTY. I ALSO FOUND A MARK GEOR(BORN IN 1980 WHO HAS SEVERAL ARRESTS ON HIS RECORD INCLUDING A DRUG ARREST EARLIER THIS YEAR WHO LIVES L/O.</p> <p>COON RAPIDS HOUSING STATED THEY WILL ASK FOR AN ESCORT BACK TO THE PROPERTY IN A FEW DAYS.</p> <p>SUPPLEMENT OFFICER: K057 HAWLEY, THOMAS</p> <p>ON 6/11/13 I, SGT HAWLEY, WAS REVIEWING THIS CASE. I ASKED EVID TECH MICKELSON TO DESTROY THE ITEMS IN EVIDE I HAD CSO COOK TAKE THE COPPER WIRE IN THE PROPERTY ROOM TO THE RECYCLING PLACE IN ANOKA (ALTER METAL RECYCLING) TO BE SOLD FOR CASH FOR THE CITY'S GENERAL FUND. HE RECEIVED A CHECK FROM ALTER FOR \$87.00 TH CHECK WAS GIVEN BY ME TO SUPPORT SERVICES SUPERVISOR KAULFUSS. SEE ATTACHED COPIES. END.</p>							

A/J/U	CODE	NAME	DOB	SEX	RACE	HGT	WGT	HAIR
A	O	JOHN DELBERT BECKER	3/14/1937	M	W	510	220	
ADDRESS			APT	CITY		STATE	ZIP	
9526 FOLEY BLVD NW				COON RAPIDS		MN	55433-	
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX	
			763-780-0828					
A/J/U	CODE	NAME	DOB	SEX	RACE	HGT	WGT	HAIR
A	M	MARK ANDREW GEORGE	8/12/1980	M	W	504	145	
ADDRESS			APT	CITY		STATE	ZIP	
9526 FOLEY BLVD NW				COON RAPIDS		MN	55433-	
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX	
			763-780-0828					
A/J/U	CODE	NAME	DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS			APT	CITY		STATE	ZIP	
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX	
A/J/U	CODE	NAME	DOB	SEX	RACE	HGT	WGT	HAIR
ADDRESS			APT	CITY		STATE	ZIP	
ALIAS			HOME / BUS PHONE		WORK / 2ND BUS PHONE		CELL / PAGER / FAX	
ENTRY 1	ENTRY 2	ENTRY 3	ENTRY 4	SUPERVISOR	COPY TO	RELATED CASE NUMBERS:		

FDID 02306	State MN
Incident Date 08/25/2015	Incident End Time 9:29
Incident Number 15-0011339	Exposure 0
Incident Begin Time 8:43	

Location Type 1 Street address	Property Use 419 1 or 2 family dwelling
Address 9526 Foley Blvd NW Coon Rapids MN 55433	
Cross Street 95Th Ln NW Coon Rapids	Mixed Use Property
Address Description	

Incident Type 551 Assist police or other governmental agency	Wildlands <input type="checkbox"/>
Aid Type N None	Mutual Aid Department [None selected]
Aid Incident Number	

Action Taken	Suppression	EMS	Other
86 Investigate	Apparatus 2	0	0
	Personnel 2	0	0
Fire Service Deaths 0	Property Loss \$0.00		
Fire Service Injuries 0	Property Value \$0.00		
Civilian Deaths 0	Contents Loss \$0.00		
Civilian Injuries 0	Contents Value \$0.00		

Business Name:	Phone:
Contact Type:	
First Name:	Middle Initial:
Address: 0	Last Name:

Remarks

I1 assisted I11, Housing and CRPD Officer Young with an inspection at the property addressed 9526 Foley Blvd. Coon Rapids, MN 55433. The property has multiple trailers along with junk and debris through out. Also had two males living on the property in a fish house and another in a small camper. This is the third time I have witnessed someone living in the fish house. The fish house has no city water or sewer. The power for electrical items in the fish house and camper is coming from the house via extension cords. The homeowner claims he has asked the two males to leave and not come back. The homeowner also stated that the other male that has been staying there now set up a tent at the Coon Creek sub station. After discussion with the homeowner, he was told how to get the persons trespassed off his property. We cleared.

Apparatus:

Unit	Use	Dispatch Date/Time	On Route Date/Time	On Scene Date/Time	Available Date/Time
KI11	Suppression	8/25/2015 08:43:49	8/25/2015 08:43:49	8/25/2015 08:44:03	8/25/2015 09:29:32
KI1	Suppression		8/25/2015 08:44:00	8/25/2015 08:46:00	8/25/2015 09:29:00

Total Apparatus Count: 2 Total Attendee Count: 2

A FDID: State: Incident Date: MM DD YYYY Station: Incident Number: Exposure: **NFIRS-1 Basic**

B Location Type
 Street address
 Intersection:
 In front of:
 Rear of: _____
 Adjacent to: _____
 Directions: _____
 US National Grid: _____

C Incident Type
E1 Dates and Times (Midnight is 0000)
 Alarm: Month Day Year Hour Min Sec
 Arrival: Month Day Year Hour Min Sec
 Controlled: _____
 Last Unit Cleared: Month Day Year Hour Min Sec
E2 Shifts and Alarms
 Local Option: Shift or Platoon: Alarms: District:
E3 Special Studies
 Local Option: _____ Special Study ID#: _____ Special Study Value: _____

D Aid Given or Received
 1 Mutual aid received
 2 Automatic aid received
 3 Mutual aid given
 4 Automatic aid given
 5 Other aid given
 N None

F Actions Taken
 86 Investigate
 11 Extinguishment by fire service personnel

G1 Resources
 Check this box and test this block if an Apparatus or Personnel Module is used.
 Suppression: Apparatus Personnel
 EMS:
 Other:

G2 Estimated Dollar Losses and Values
 LOSSES: Required for all fires if known; Optional for non-fires. None
 Property \$ _____
 Contents \$ _____
 PRE-INCIDENT VALUE: Optional
 Property \$ _____
 Contents \$ _____

Completed Modules
 Fire-2 _____
 Structure Fire-3 _____
 Civilian Fire Cas -4 _____
 Fire Service Cas -5 _____
 EMS-6 _____
 HazMat-7 _____
 WildLand Fire-8 _____
 Apparatus-9 _____
 Personnel-10 _____
 Arson-11 _____

H1 Casualties None
 Fire Service:
 Civilian:
H2 Detector
 1 Detector alerted occupants
 2 Detector did not alert occupants
 U Unknown

H3 Hazardous Materials Release
 0 Special HazMat actions required or spill >= 55 gal
 1 Natural gas: slow leak, no evac. or HazMat actions
 2 Propane gas - Less than a 21 lb. tank
 3 Gasoline - vehicle fuel tank or portable container
 4 Kerosene - fuel-burning equipment/portable storage
 5 Diesel fuel/fuel oil - vehicle fuel tank/portable
 6 Household/office solvent or chemical spill
 7 Motor oil - from engine or portable container
 8 Paint - spills less than 55 gallons
 N None

I Mixed Use Property
 00 Mixed use, other
 10 Assembly use
 20 Educational use
 33 Medical use
 40 Residential use
 51 Row of stores
 53 Enclosed mall
 58 Business and residential use
 59 Office use
 60 Industrial use
 63 Military use
 65 Farm use
 NN Not mixed use

J Property Use Structures					
419	1 or 2 family dwelling	341	Clinic, clinic-type infirmary	629	Laboratory or science laboratory
311	24-hour care Nursing homes, 4 or more persons	342	Doctor, dentist or oral surgeon office	819	Livestock, poultry storage
241	Adult education center, college classroom	615	Electric-generating plant	700	Manufacturing, processing
162	Bar or nightclub	213	Elementary school, including kindergarten	579	Motor vehicle or boat sales, services repair
464	Barracks, dormitory	519	Food and beverage sales, grocery store	429	Multifamily dwelling
439	Boarding/rooming house, residential hotels	215	High school/junior high school/middle school	882	Parking garage, general vehicle
599	Business office	331	Hospital - medical or psychiatric	459	Residential board and care
131	Church mosque, synagogue, temple, chapel	449	Hotel/motel, commercial	161	Restaurant or cafeteria
		539	Household goods, sales, repairs	571	Service station, gas station
		361	Jail, prison (not juvenile)	891	Warehouse
		984	Industrial plant yard - area	960	Street, other
Outside		946	Lake, river stream	936	Vacant lot
981	Construction site	931	Open land or field		
655	Crops or orchard	807	Outside material storage area		
919	Dump, sanitary landfill	124	Playground		
669	Forest, timberland, woodland	951	Railroad right-of-way		
938	Graded and cared-for plots of land	962	Residential street, road or residential driveway		
961	Highway or divided highway				

Look up and enter a Property Use code and description only if you have NOT checked a Property Use Box.

Property Use Code: **419**

Property Use Description: **1 or 2 family dwelling**

K1 Person/Entity Involved

Local Option

Check this box if same address as Incident Location (Section B). Then skip the three duplicate address lines.

Business Name (if Applicable) _____ Area Code _____ Phone Number _____

Mr. Ms. Mrs. First Name _____ MI _____ Last Name _____ Suffix _____

Number _____ Prefix _____ Street or Highway _____ Street Type _____ Suffix _____

Post Office Box _____ Apt./Suite/Room _____ City _____

State _____ Zip Code _____

K2 Owner

Local Option

Same as person involved? Then check this box and skip the rest of this block

Check this box if same address as Incident Location (Section B). Then skip the three duplicate address lines.

Business Name (if Applicable) _____ Area Code _____ Phone Number _____

Mr. Ms. Mrs. First Name _____ MI _____ Last Name _____ Suffix _____

Number _____ Prefix _____ Street or Highway _____ Street Type _____ Suffix _____

Post Office Box _____ Apt./Suite/Room _____ City _____

State _____ Zip Code _____

M Authorization

50	Aaron Johnston	Captain	Fire Station #1	12	13	2012
Officer in charge ID	Signature	Position or rank	Assignment	Month	Day	Year
55	Shannon Moen	FF/Insp	City Hall	12	13	2012
Member Making report ID	Signature	Position or rank	Assignment	Month	Day	Year

L Remarks

Local Option

Call was received as an all call with multiple calls from people at the Foley park and ride. Callers stated large amount of smoke coming from a house directly across the street. I1 arrived to find alot of smoke in the area but unable to pin point the source. I1 checked 9516 Foley Blvd. with nothing found. I11 arrived and I1 directed I11 to check 9526 Foley Blvd. After investigating the area a burn barrel was found at 9526 Foley Blvd. still smoking with copper wire that someone was burning the coating off of the wire. No answer at the door when PD knocked. Other responding units were slowed too routine. E1, Capt. 11, E3 arrived on scene and E2 was cleared on arrival. Snow was used to extinguish the smoldering plastic. Code enforcement was notified and responded to the property due to multiple trailers, boats, storage sheds and vehicles located on the property. It also appeared that someone may be living in one of the sheds in the back yard. All units cleared. Please forward report to the Fire Marshal. Photos taken by both Police and Fire.



10/21/2015 10:51

DAVIDSON
CYCLES

10/21/2015 10:51





10/21/2015 10:55



10/21/2015 10:56



10/21/2015 10:59



10/21/2015 11:00

10/21/2015 11:00





10/21/2015 11:02



10/21/2015 11:02







10/21/2015 11:07



NO
TRESPASSING

10/21/2015 11:08



NO
TRESPASSING

10/21/2015 11:08



RECEIVED
Motor

Z



10/21/2015 11:10



10/21/2015 11:11



10/21/2015 11:11



City Council Regular

12.

Meeting Date: 11/04/2015

Subject: Consider Resolution 15-15(8) Approving Plans and Specs and Ordering Advertisement for Bid for the Northdale/Redwood Intersection Improvement Project

From: Tim Himmer, Public Works
Director

INTRODUCTION

The City Council is asked to approve the plans and specifications, and authorize the advertisement of bids for the Northdale/Redwood intersection improvement project (City Project 15-15).

DISCUSSION

This intersection improvement project is being proposed in conjunction with the Sand Creek Park redevelopment, to improve site access and pedestrian safety. General improvements are shown on the attached layout and include roadway widening for turn lanes at all four legs of the intersection, curb and gutter work, traffic signal installation, minor storm sewer work, roadway mill and overlay, and a sidewalk along the north side of Northdale Blvd extending west to the railroad tracks.

If approved, solicitation of bids would occur through the month of November. It is anticipated that the City Council would consider an award of contract in December and construction would begin in the spring of 2016.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 15-15(8) approving plans and specifications, and ordering advertisement for bids for the Northdale/Redwood Intersection Improvement Project.

BUDGET IMPACT:

Distribution of construction costs are proposed to be split 75/25 (City/County) for roadway improvements. The City is responsible for 100% of the sidewalk and utility costs. It is estimated that the City's portion of the construction costs will total approximately \$805,000, and funding will come from eligible TIF. Actual project costs and funding distributions will be updated after bidding and construction, and will reflect actual project costs.

Attachments

Layout

Resolution 15-15(8)

RESOLUTION NO. 15-15(8)

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

WHEREAS, pursuant to prior direction from the City Council, WSB & Associates, Inc. has prepared plans and specifications for the improvement of the intersection of Northdale Boulevard NW and Redwood Street NW by roadway widening for turn lanes at all four legs of the intersection, curb and gutter work, traffic signal installation, minor storm sewer work, roadway mill and overlay, and a sidewalk along the north side of Northdale Blvd extending west to the railroad tracks, and has presented such plans and specifications to the Council for approval; and

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

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

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper and in a trade journal, if applicable, an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received by the Clerk until 10:00 a.m. on the 3rd day of December, 2015, at which time they will be publicly opened in the City Hall by the City Clerk and Engineer, will then be tabulated, and will be considered by the Council at 7:00 p.m. on the 15th day of December, 2015, in the Council Chambers, and that no bids will be considered unless sealed and filed with the Clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the Clerk for 5% of the amount of such bid.

Adopted this 4th day of November, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

13.

Meeting Date: 11/04/2015

Subject: Consider Introduction of Ordinances Revising Fees for 2016 and Set Public Hearing for Liquor License Fee Increases

Submitted For: Kevin Vouk, Manager of Accounting/Treasurer

From: Dianne Nelson, Advanced Accounting Technician

INTRODUCTION

Council is being asked to consider introducing ordinances to adjust certain fees and building inspection fees for 2016. Fees set by resolution will be presented when these ordinances are considered for adoption at the November 17, 2015 City Council meeting.

DISCUSSION

Ordinance Adjusting Certain Fees (see reference number in ordinance)

The fees for 2016 have been adjusted by the 2015 annual adjustment of 2.5% with exceptions noted below. A request for a rate change is made only if the adjustment is enough for the fee to be rounded to the next significant dollar amount. Items to note are as follows (reference numbers are included in the ordinance):

1. *Fees set by State Statute.* Certain fees under Section 5-209 (alcoholic beverages) and the gambling investigation fee under Section 5-2008 of the City Code are set by Minnesota Statutes and did not change for 2016 with the exception of the off-sale intoxicating liquor license which increased from \$300 to \$380 (this fee was last increased by the State in 2008). Also, the liquor licensing investigation fee has a \$500 maximum allowed by the State, so the 2015 fee of \$495 can only increase to \$500 for 2016.

2. *Liquor licensing.* The temporary license fee for on-sale strong beer and wine sales has been added to the ordinance based on a City Code change during 2015 for this item. The fee was set at \$35 at that time, but since then it has been determined that \$50 is more appropriate based on amounts charged by other cities. Also, to clarify the temporary wine tasting license fee, it is now listed separately instead of just charging the same as other temporary liquor licenses.

3. *Property Monitoring Fees.* A property monitoring fee was approved by the City Council in 2006. The 2007 fees were set at \$600 per year for residential property and \$1,000 per year for commercial property to cover related costs. Staff recommends no change for 2016.

4. In certain cases there may be no change in the fee due to rounding. For example, the off-sale 3.2 malt liquor license, which is rounded to the nearest \$5, had a calculated base amount of \$148.04 in 2015 and was rounded to \$150. For 2016, the calculated base increased to \$151.74, which rounded to the nearest \$5 leaves the fee at \$150.

5. Staff recommends that certain other fees not be increased for 2016 if they are adequate to cover current costs, are seldom used and therefore difficult to establish a cost basis, and/or are comparable to rates charged by other cities.

Ordinance Adjusting Building Inspection Fees

Staff is recommending the following changes to the building inspections fee schedule for 2016:

- The base amount in Table A-2016 has been increased from \$22.50 to \$23.50 to keep it in line with other metro cities. This affects certain fees throughout the ordinance which are based on 2 times the base fee resulting in those fees going from \$45 to \$47.
- The investigation fee for working without a permit has changed to be the greater of \$100 or 25 percent of the permit fee, up to an unchanged maximum of \$500. Without this change to have a \$100 minimum, the fee collected for permits with valuations under \$25,000 falls below \$100 and does not cover the investigative costs.
- Permits for residential furnace and A/C replacements (combined) and residential water heaters are increasing from \$60.00 to \$61.50.
- Under electrical permit fees, it is now noted that solar system installation fees are exempt from Table A-2016 and will be calculated based on the State of Minnesota Solar PV System Fee Chart.

Other sections and amounts of the inspection fee ordinance will be unchanged for 2016.

Public Hearing for Alcoholic Beverage Licenses

State law requires a public hearing for an increase to certain fees for the sale of alcoholic beverages. Fees are proposed to increase by \$20 (from \$690 to \$710) for on-sale 3.2 malt liquor licenses, \$80 (from \$300 to \$380) for off-sale intoxicating liquor licenses, and \$250 (from \$9,350 to \$9,600) for on-sale intoxicating liquor licenses. Council is asked to set a public hearing regarding these fee increases for November 17, 2015 at 7:00 p.m.

RECOMMENDATION

- a. Cons. Introduction of an Ordinance to Revise Certain License Fees, Service Fees and Related Charges effective January 1, 2016; and
- b. Cons. Introduction of an Ordinance Establishing Permit and Inspection Fees for the Building Inspections Division as Authorized by Minnesota Statutes Section 16B.62, subdivision 1 effective January 1, 2016; and
- c. Set a public hearing for November 17, 2015 at 7:00 p.m. regarding the fee increases for on-sale 3.2 malt liquor, off-sale intoxicating liquor, and on-sale intoxicating liquor licenses.

Attachments

2016 License Fee Ordinance

2016 Bldg Inspection Fee Schedule

ORDINANCE NO.

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

The City of Coon Rapids does ordain:

Section 1. The following fees are hereby established for the licenses and permits in Title 5 of Revised City Code - 1982:

<u>Description</u>	<u>2015 fees</u>	<u>2016 fees</u>	<u>Section City Code</u>	<u>For ref. only see memo</u>
Off-sale 3.2 Malt Liquor	\$150	\$150	5-209	4
On-sale 3.2 Malt Liquor	\$690	\$710	5-209	
Temporary On-sale 3.2 Malt Liquor, (per day)	\$35	\$35	5-209	4
Temporary On-sale Strong Beer and Wine License	\$35	\$50	5-209	2
Temporary Wine Tasting (per event)	\$35	\$35	5-209	2
Tavern License (including public dancing)	\$590	\$605	5-209	
Bottle Clubs (including public dancing)	\$300	\$300	5-209	1
Public Drinking Place	\$590	\$605	5-209	
Intoxicating liquor, clubs, as defined in Minnesota Statutes Section 340A.101, Subd.7:				
(a) Clubs with membership of 200 or less	\$300	\$300	5-209	1
(b) Clubs with membership of 201 to 500 members	\$500	\$500	5-209	1
(c) Clubs with membership of 501 to 1,000 members	\$650	\$650	5-209	1
(d) Clubs with 1,001 and 2,000 members	\$800	\$800	5-209	1
(e) Clubs with 2,001 and 4,000 members	\$1,000	\$1,000	5-209	1
(f) Clubs with 4,001 and 6,000 members	\$2,000	\$2,000	5-209	1
(g) Clubs with 6,001 members or more	3,000	\$3,000	5-209	1
Off-Sale Intoxicating Liquor License	\$300	\$380	5-209	1
On-Sale Intoxicating Liquor License	\$9,350	\$9,600	5-209	
Sunday sales	\$200	\$200	5-209	1
On-Sale Wine License				
(a) for seating capacity of at least 35 but no more than 99	\$1,000	\$1,000	5-209	1
(b) for seating capacity of 100 or more	\$2,000	\$2,000	5-209	1
On-Sale establishments open after 1:00 AM	\$300	\$300	5-209	1
Liquor Licensing Investigation Fee	\$495	\$500	5-211	1
Liquor Manager Investigation Fee	\$125	\$125	5-211	4
Amusement Center License	\$455	\$465	5-305	
Archery Club License	\$75	\$75	5-405	4
Bowling License	\$65	\$65	5-604	4

City Code For ref. only

<u>Description</u>	<u>2015 fees</u>	<u>2016 fees</u>	<u>Section</u>	<u>see memo</u>
Carnival License for 0-5 Ride	\$305	\$315	5-704	
Carnival License - Additional Ride	\$36	\$37	5-704	
Circus License	\$380	\$390	5-704	
Circus License-Additional Day	\$43	\$44	5-704	
Christmas Tree Sales License	\$79	\$80	5-804	
Tobacco License	\$180	\$185	5-905	
Tobacco License Investigation Fee	\$130	\$130	5-905	4
Dancing Permit - annual	\$150	\$150	5-1004	4
Dancing Permit - per event	\$30	\$30	5-1004	4
Gun Club License	\$75	\$75	5-1105	4
Parade Permit	\$25	\$25	5-1204	5
Taxi License - vehicle	\$43	\$44	5-1308	
Taxi License - driver	\$28	\$29	5-1308	
Taxi License Investigation	\$30	\$30	5-1308	4
Theatre - 1st screen	\$330	\$335	5-1406	
Theatre - additional screens	\$47	\$48	5-1406	
Peddler License - Fireworks/All Other per day	\$60/15	\$60/15	5-1507	5
Peddler License - Fireworks/All Other per week	\$150/40	\$150/40	5-1507	5
Peddler License - Fireworks/All Other per month	\$300/75	\$300/75	5-1507	5
Peddler License - All Other for 6 months	\$300	\$300	5-1507	5
Peddler License Investigation Fee – each applicant	\$25	\$25	5-1507	5
Tree Trimmer License	\$68	\$69	5-1607	
Massage Parlor Business License	\$4,690	\$4,810	5-1811	
Masseur/Masseuse License	\$170	\$170	5-1811	4
Massage Parlor Investigation Fee	\$2,340	\$2,400	5-1811	
Masseur License Investigation Fee	\$410	\$420	5-1811	
Conversation Parlor License	\$3,720	\$3,810	5-1905	
Gambling Investigation Fee	\$250	\$250	5-2008	1
Adult Oriented Business - Annual License	\$7,200	\$7,400	5-2209	
Adult Oriented Business - Investigation Fee	\$2,160	\$2,220	5-2209	
Fireworks Display Permit	\$100	\$100	5-2307	5
Pawnshop License	\$2,880	\$2,950	5-2405	
Pawnshop Investigation Fee	\$410	\$420	5-2405	
Pawnshop New Manager Investigation Fee	\$125	\$125	5-2410	4
Pawnshop Transaction Fee				
-modem reporting	\$1.80/trans	\$1.80/trans	5-2405	5
-manual reporting	\$2.80/trans	\$2.80/trans	5-2405	5
Special Event Parking Permit	\$75	\$75	5-2508	4
Secondhand/Antique Dealers License-A	\$325	\$330	5-2612	
Secondhand/Antique Dealers License-B	\$150	\$155	5-2612	
Secondhand/Antique Dealers Investigation Fee-A	\$380	\$390	5-2612	
Secondhand/Antique Dealers Investigation Fee-B	\$75	\$80	5-2612	

<u>Description</u>	<u>2015 fees</u>	<u>2016 fees</u>	<u>Section</u>	<u>City Code</u>	<u>For ref. only see memo</u>
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Secondhand/Antique Dealers New Manager Investigation Fee	\$125	\$125	5-2605	4
Secondhand/Antique Dealers Transaction Fee -modem reporting	\$1.80/trans	\$1.80/trans	5-2612	5
-manual reporting	\$2.80/trans	\$2.80/trans	5-2612	5
Exhibition Operator Permit (per event)	\$1,080	\$1,110	5-2628	
Exhibitor Permit (per event)	\$43	\$44	5-2628	
Precious Metals License	\$2,880	\$2,950	5-2711	
Precious Metals Investigation Fee	\$380	\$390	5-2711	
Precious Metals New Manager Investigation Fee	\$125	\$125	5-2711	4
Precious Metals Transaction Fee -modem reporting	\$1.80/trans	\$1.80/trans	5-2711	5
-manual reporting	\$2.80/trans	\$2.80/trans	5-2711	5
Currency Exchange License	\$75	\$75	5-2805	4
Therapeutic Massage Enterprise License	\$330	\$335	5-2907	
Massage Therapist License	\$46	\$47	5-2907	
Therapeutic Massage Enterprise Investigation Fee	\$410	\$420	5-2907	
Massage Therapist - Investigation Fee	\$46	\$47	5-2907	

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

Revised City Code – 1982:

<u>Description</u>	<u>2015 fees</u>	<u>2016 fees</u>	<u>Section of City Code</u>	<u>For ref. only see memo</u>
Non-Domestic Animal Permit	\$265	\$275	6-506	
Non-Domestic Animal Permit Investigation Fee	\$110	\$115	6-506	

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

Revised City Code - 1982:

<u>Description</u>	<u>2015 fees</u>	<u>2016 fees</u>	<u>City Code Section</u>	<u>For ref. only see memo</u>
Waste and Recycling Hauler License				
First Vehicle	\$170	\$175	8-211	
Each Additional Vehicle	\$28	\$29	8-211	
Response to False Alarms (4-5)	\$49	\$50	8-1403	
Response to False Alarms (6-9)	\$99	\$100	8-1403	
Response to False Alarms (10 or more)	\$195	\$200	8-1403	

Section 4. The following fees are hereby established for the permits and approvals in Title 11 of Revised City Code - 1982:

For ref.

<u>Description</u>	<u>2015 fees</u>	<u>2016 fees</u>	<u>only see memo</u>
Conditional Use Permit with Site Plan Review*	\$560	\$575	
Conditional Use Permit without Site Plan Review*	\$330	\$335	
Conditional Use Permit/Mining Permit	\$220	\$225	
Home Occupational Permit	\$220	\$225	
Planned Unit Development	\$1,430	\$1,460	
Revision to Final Planned Unit Development	\$315	\$325	
Site Plan Review – Residential	\$850	\$870	
Site Plan Review – Commercial	\$455	\$465	
Lot Split or Registered Land Survey in lieu of lot split	\$285	\$290	
Subdivision Exemption	\$285	\$290	
Preliminary Plat	\$470	\$480	
Final Plat	\$160	\$160	4
Registered Land Survey in lieu of plat*	\$470	\$480	
Comprehensive Plan Amendment	\$670	\$690	
Rezoning	\$445	\$455	
Variance*	\$265	\$270	
Vacation	\$300	\$310	

*Plus recording fees

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

Revised City Code – 1982:

<u>Description</u>	<u>2015 fees</u>	<u>2016 fees</u>	<u>Section of City Code</u>	<u>For ref. only see memo</u>
Sign Contractor License	\$50	\$50	12-106	5
Vacant Residential Property Monitoring*	\$600	\$600	12-312	3
Vacant Commercial Property Monitoring*	\$1,000	\$1,000	12-312	3
Excessive Consumption of Inspection Services Fee	\$160	\$160	12-317	5

*Per year

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

Section 7. Effective Date of Ordinance. This ordinance shall be effective for all annual permits and/or licenses issued for 2016 and succeeding years, and for all other permits and licenses issued after January 1, 2016.

Introduced the 4th day of November, 2015.

Adopted the _____ day of _____, 2015.

ATTEST:

Joan Lenzmeier, City Clerk

ORDINANCE NO.

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

The City of Coon Rapids does ordain:

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

**2016
INSPECTION DIVISION FEE SCHEDULE
(ref. MN Rules 1300.0160, subd. 1, subd. 2)**

Table A-2016

VALUATION		FEES
FROM	TO	
\$0	\$500	\$23.50 per 1/2 hour, 1 hour minimum
\$501	\$2,000	\$23.50 for the first \$500 plus \$3.05 for each additional \$100 or fraction thereof, up to and including \$2,000; minimum fee \$45.00
\$2,001	\$25,000	\$69.25 for the first \$2,000 plus \$14 for each additional \$1,000 or fraction thereof, up to and including \$25,000
\$25,001	\$50,000	\$391.25 for the first \$25,000 plus \$10.10 for each additional \$1,000 or fraction thereof, up to and including \$50,000
\$50,001	\$100,000	\$643.75 for the first \$50,000 plus \$7 for each additional \$1,000 or fraction thereof, up to and including \$100,000
\$100,001	\$500,000	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000 or fraction thereof, up to and including \$500,000
\$500,001	\$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000 or fraction thereof, up to and including \$1,000,000
\$1,000,001	and up	\$5,608.75 for the first \$1,000,000 plus \$3.65 per \$1,000 or fraction thereof.

Working Without a Permit Investigation Fee:

The greater of \$100 or 25 percent of the permit fee not to exceed \$500.

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

Re-Inspection Fee:

First	\$75
Second	\$150
Third and subsequent	\$300

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

Building Permit Fees:

Table A-2016 will be used to calculate permit fees based on the value of the work. Minimum permit fee shall be \$47. A plan review fee of 65 percent or 35 percent (for small scale residential projects) of the permit fee will be charged on all projects for which plans are submitted except as noted in Minnesota Rules Chapter 1300.

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

Exceptions to Table A-2016:

The permits for the described work on residential properties with individual property lines, will be as follows (per address or unit).

Re-roof	as provided in Table A-2016 but not to exceed \$250
Re-side	as provided in Table A-2016 but not to exceed \$250
Replacement of Garage Doors	as provided in Table A-2016 but not to exceed \$250
Mobile Home Installation	\$75
Residential Curb or Street Cut/Driveway	\$100
Demolition	Table A-2016
Commercial/Industrial Parking Lot	Table A-2016
Inspections for which no fee is specifically indicated.	\$100 or total hourly cost to the jurisdiction whichever is greatest.
Loan Property Condition Inspection and Report	\$250

Plumbing Permit Fees:

Table A-2016 will be used to calculate permit fees based on the value of the work. Minimum permit fee shall be \$47.00.

Exceptions to Table A-2016: The permits for the described work on residential properties will be as follows (per address or unit).

Backflow Protection Device, New or Rebuilt	\$47
Residential Water Heater	\$61.50
Residential Water Softener	\$47

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

Sewer and Water Permit Fees:

Table A-2016 will be used to calculate permit fees based on the value of the work. Minimum permit fee shall be \$47.

Exceptions to Table A-2016: The permits for the described work on residential properties . will be as follows (per address or unit).

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

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

Grading Permit:

Table A-2016 will be used to calculate grading permit fees. A plan check fee of 65 percent of the permit fee will be charged on all grading projects.

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

Table A-2016 will be used to calculate permit fees based on the value of the work. Minimum permit fee shall be \$47.

Exceptions to Table A-2016: The permits for the described work on residential properties will be as follows (per address or unit).

Residential Furnace and/or A/C replacement	Individual unit \$47, both \$61.50
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When applicable, a plan review fee equal to 35 percent of the permit fee will be added.

Electrical Permit Fees

Table A-2016 will be used to calculate permit fees based on the value of the work. Minimum permit fee shall be \$47.

Exceptions to Table A-2016: The permit fees for minor work shall be set at \$47 (installation,

replacement, alteration or repair, limited to one inspection) Siding related equipment and devices, \$35. A re-inspection fee may apply for any required additional trips, (see Re-Inspection Fee Table above.

Solar PV installation fees are based on the watt rating of the system in accordance with the State of Minnesota Solar PV System Fee Schedule.

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

Equipment and Devices Related to Siding Replacement

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

Services Panels

New, altered or installed	\$47
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Permit Fees for a Medical Gas System:

Table A-2016 will be used to calculate permit fees based on the value of the work. Minimum permit fee shall be \$47.

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

Gas Piping Fees

Per Opening	\$12
Minimum Fee (if gas only)	\$47

Fuel Storage Tanks

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

Fire Protection Systems.

Sprinkler System	
First 10 Heads	\$100
Each Additional 10 Head	\$20
Fire Pump	\$100
Fire Suppression Systems (Hoods, Paint Booths, Computer Server Rooms, etc.)	\$100
Fire Alarm Permit	\$100
Each Additional Panel	\$100
Each Alarm Device	\$2

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

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

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

NO REFUND is available after 180 days.

Plan check fees, state surcharge fee, and re-inspection fees are non refundable.

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

Section 3 Effective Date of Ordinance. This ordinance shall be effective for all annual permits and/or licenses issued for 2016 and succeeding years, and for all other permits and licenses issued after January 1, 2016

Introduced this 4th day of November, 2015.

Adopted this _____ day of _____, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk