



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

CITY COUNCIL AGENDA

Tuesday, June 21, 2016

7:00 p.m.

**Coon Rapids City Center
Council Chambers**

Call to Order

Pledge of Allegiance

Roll Call

Adopt Agenda

Proclamations/Presentations

1. Accept Community Partnership Grant from CenterPoint Energy and Adopt Resolution 16-74 Amending the 2016 Budget
2. Oath of Office for New Police Officer
3. Minnesota Women of Today Founders Day

Approval of Minutes of Previous Meeting

4. Approve June 7, 2016 Minutes

Consent Agenda

5. Approve Memorandum of Understanding with Anoka County on a US Department of Justice Grant
6. Approve JPA with Anoka-Ramsey Community College for Security Contract
7. Accept Drainage and Utility Easements from John and Martha Bordwell and Tim and Stacie Lerum

8. Accept Easements from Mary Kayser and Wells Fargo Bank
9. Adopt Resolution 16-73 Declaring Participation with the Council on Local Results and Innovation's State Performance Measurement Program
10. Approve Memorandum of Understanding Between the City of Coon Rapids and Allina Health System
11. Accept Right of Entry Agreement and Waiver of Trespass from Anoka Hennepin ISD #11
12. Consider Special Assessment and Access Agreement with Anoka Ramsey Community College

Public Hearing

Bid Openings and Contract Awards

Old Business

13. Consider Adoption of Ordinance 2169 Revising Ordinance 2136, Correcting the Legal Description

New Business

14. 2015 Annual Financial Statement
15. Consider Introduction of Ordinance Adopting the 2012 Minnesota State Fire Code
16. Consider Introduction of an Ordinance Amending Park Hours/Overnight Parking
17. Consider Introduction of Ordinance Regulating Predatory Offenders Residency

Open Mic/Public Comment

Reports on Previous Open Mic

Other Business

Adjourn



City Council Regular

1.

Meeting Date: 06/21/2016

Subject: Accept Community Partnership Grant from CenterPoint Energy and Adopt Resolution 16-74 Amending the 2016 Budget

From: Maria Carrillo Perez, Assistant to the City Manager

INTRODUCTION

CenterPoint Energy offers a Community Partnership Grant for the purpose of helping cities purchase safety equipment and fund safety related projects. CenterPoint Energy awarded grant funds to the Coon Rapids Police Department in the amount of \$2,500 to further the goals of its Heart Safe Program.

DISCUSSION

CenterPoint Energy has awarded grants to cities served by the company through the Community Partnership Grant Program. In 2016, the program is awarding grants for up to \$2,500 for applications focusing on safety equipment and safety related projects. The funding request cannot exceed 50 percent of the total equipment or project cost.

The City of Coon Rapids continues to be a "Heart Safe City" with a community-wide effort to educate citizens on the dangers of Sudden Cardiac Arrest. The Community Partnership Grant will be used towards the purchase of CPR training manikins, AED trainers and replacement materials for current equipment.

RECOMMENDATION

Staff recommends the City Council adopt Resolution No. 16-74 accepting the Community Partnership Grant from CenterPoint Energy and to amend the 2016 budget.

BUDGET IMPACT:

The anticipated total equipment cost is \$5,000 with the Community Partnership Grant providing approximately 50 percent of the funding for the equipment. The remaining matching funds will be provided from the Coon Rapids Crime Prevention Association.

Attachments

RESOLUTION NO. 16-74

RESOLUTION TO ACCEPT THE COMMUNITY PARTNERSHIP GRANT FROM CENTERPOINT ENERGY AND TO AMEND THE 2016 BUDGET

WHEREAS, CenterPoint Energy offered a Community Partnership Grant for the purpose of helping cities purchase safety equipment or fund safety related projects; and

WHEREAS, the funding request cannot exceed 50 percent of the total equipment or project cost; and

WHEREAS, CenterPoint Energy has awarded a Community Partnership Grant in the amount of \$2,500 to the Coon Rapids Police Department for its Heart Safe program; and

WHEREAS, the CenterPoint Energy Community Partnership Grant of \$2,500 will be used toward maintaining, repairing and replacing equipment for CPR and AED training and ensuring that AEDs are easily accessible in the community; and

WHEREAS, the matching funds of \$2,500 will be provided from the Coon Rapids Crime Prevention Association; and

WHEREAS, the City of Coon Rapids hereby extends its gratitude to CenterPoint Energy for its generosity.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Coon Rapids, Minnesota, that the grant of \$2,500 is hereby accepted on behalf of the Coon Rapids Police Department.

NOW, BE IT FURTHER RESOLVED that the 2016 General Fund budget be amended as follows;

Non-government grant revenue: \$2,500

Activity 203 Preventive Patrol Supplies: \$2,500

Adopted this 21st day of June, 2016.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

2.

Meeting Date: 06/21/2016

Subject: Oath of Office for New Police Officer

From: Brad Wise, Police Chief

INTRODUCTION

Alex Hattstrom is a new police officer serving the citizens of Coon Rapids. Mayor Koch is asked to administer the Oath of Office to Officer Hattstrom.

DISCUSSION

Chief Wise will introduce Officer Alex Hattstrom to the community on the occasion of his graduating from the police department's field training program and beginning his service to the citizens of Coon Rapids. Officer Hattstrom was hired February 2016 and has since been in the police department's training program. Upon his graduation he will be "pinned" with his permanent badge #150 by someone he has chosen for this honor. Following the pinning Mayor Koch will administer the Oath of Office.

RECOMMENDATION

Staff recommends Mayor Koch administer the Oath of Office to Alex Hattstrom.

BUDGET IMPACT:

The hiring of Alex Hattstrom filled an authorized vacancy.

Attachments

Hattstrom Oath

OATH OF OFFICE

STATE OF MINNESOTA)
COUNTY OF ANOKA) ss
CITY OF COON RAPIDS)

I, Alex Hattstrom, do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Minnesota, and discharge faithfully the duties of a Police Officer for the City of Coon Rapids, in the County of Anoka, and the State of Minnesota, to the best of my judgment and ability.

Alex Hattstrom

WITNESSED:

Jerry Koch, Mayor

Filed this 21st day of June, 2016.



City Council Regular

3.

Meeting Date: 06/21/2016

Subject: Minnesota Women of Today Founders Day

From: Joan Lenzmeier, City Clerk

INTRODUCTION

Representatives of the newly formed Coon Rapids Women of Today will be present to accept Proclamation.

DISCUSSION

The Minnesota Women of Today and the Coon Rapids Women of Today have set aside July 1 to recognize the many activities of dedicated Women of Today across the state and have asked the City to declare July 1 Minnesota Women of Today Founders Day.

RECOMMENDATION

Adopt Proclamation declaring July 1, 2016 as Minnesota Women of Today Founders Day.

Attachments

Women of Today



PROCLAMATION

MINNESOTA WOMEN OF TODAY FOUNDERS DAY

Whereas, The Minnesota Women of Today and the Coon Rapids Women of Today have set aside July 1st to recognize the many community activities of dedicated Women of Today across the state; and

Whereas, The Minnesota Women of Today is an organization of over 1200 members in over 60 communities; and

Whereas, The Minnesota Women of Today and the Coon Rapids Women of Today are dedicated to actively promoting such public awareness and service programs as: Can Do Canines, Breaking Free, True Friends/Camp Friendship, and the March of Dimes, as well as projects, educational programs, and fundraisers for the Coon Rapids area; and

Whereas, The Minnesota Women of Today provide personal enrichment and leadership training for members of all ages; and

Whereas, The Women of Today believe that “through us great lessons can be learned, worthy deeds performed and a hand of fellowship extended to millions of women everywhere”; and

Now, therefore, I, Jerry Koch, Mayor of the City of Coon Rapids, on behalf of the Coon Rapids City Council, hereby proclaim July 1st, 2016, to be "Minnesota Women of Today Founders Day" in the city of Coon Rapids.

Proclaimed this 7th day of June, 2016.

Jerry Koch, Mayor

Joan Lenzmeier, City Clerk



City Council Regular

4.

Meeting Date: 06/21/2016

SUBJECT: Approve June 7, 2016 Minutes

Attachments

June 7, 2016 Minutes

UNAPPROVED

COON RAPIDS CITY COUNCIL MEETING MINUTES OF JUNE 7, 2016

CALL TO ORDER

The first regular meeting of the Coon Rapids City Council for the month of June was called to order by Mayor Jerry Koch at 7:00 p.m. on Tuesday, June 7, 2016, 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 KLINT, SECONDED BY COUNCILMEMBER DEMMER, TO ADOPT THE AGENDA AS PRESENTED. THE MOTION PASSED UNANIMOUSLY.

PROCLAMATIONS/PRESENTATIONS

None.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

1. MAY 17, 2016, COUNCIL MEETING

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER GEISLER, FOR APPROVAL OF THE MINUTES OF THE MAY 17, 2016, COUNCIL MEETING. THE MOTION PASSED UNANIMOUSLY.

CONSENT AGENDA/INFORMATIONAL BUSINESS

2. APPROVE WAIVER OF FEES FOR FOURTH OF JULY CELEBRATION
3. APPROVE ASSESSMENT AGREEMENT AND WAIVER FOR LAWRENCE ESTATES
4. CONSIDER RESOLUTION 16-70 SUPPORTING A TAX CREDIT APPLICATION FOR RIVERDALE STATION DEVELOPMENT
5. APPROVE MEMORANDUM OF UNDERSTANDING, ANOKA RAMSEY COMMUNITY COLLEGE, MINNESOTA CAMPUS SEXUAL ASSAULT LEGISLATION
6. ADOPT RESOLUTION 16-71, ESTABLISHING NEW POLLING LOCATION FOR PRECINCT 3-2
7. ADOPT RESOLUTION 16-72, ESTABLISHING NEW POLLING LOCATION FOR PRECINCT 4-1

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

PUBLIC HEARING

8. LEVY OF MISCELLANEOUS 2016(2) ASSESSMENTS

The Staff report was shared with Council.

Mayor Koch opened and closed the public hearing at 7:06 p.m. since no one appeared to address the Council.

MOTION BY COUNCILMEMBER DEMMER, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT RESOLUTION NO. 16-66 2016(2) MISC. SPECIAL ASSESSMENTS (UNOPPOSED ONE YEAR); RESOLUTION NO. 16-67 2016(2) MISC. SPECIAL ASSESSMENTS (UNOPPOSED THREE YEAR); AND RESOLUTION NO. 16-68 2016(2) MISC. SPECIAL ASSESSMENTS (UNOPPOSED TEN YEAR). THE MOTION PASSED UNANIMOUSLY.

BID OPENINGS AND CONTRACT AWARDS

None.

OLD BUSINESS

9. PC 16-9: APPROVAL OF AMENDMENT TO GATEWAY COMMERCE CENTER
 PLANNED UNIT DEVELOPMENT, H&W, INC.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER WELLS, TO REMOVE THIS ITEM FROM THE TABLE. THE MOTION PASSED UNANIMOUSLY.

The Staff report was shared with Council.

Councilmember Geisler expressed concern with how this Planned Unit Development was becoming an ad hoc. She provided comment on the discussion that was held at a recent worksession meeting regarding this project. She wanted to see the project stay true to the vision for the project and noted she would be supporting the project.

Councilmember Klint asked if this project included a sidewalk connection. Planner Harlicker reviewed the location of the sidewalk near the dealership.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER JOHNSON, TO APPROVE THE PROPOSED PUD AMENDMENT FOR GATEWAY COMMERCE WITH THE FOLLOWING CONDITIONS:

1. ONLY ONE NEW CAR DEALERSHIP IS ALLOWED IN THE PUD.
2. ALL CONDITIONS OF THE ORIGINAL PUD APPROVAL OF DECEMBER 18, 2007 ARE INCLUDED IN THIS APPROVAL
3. THE APPLICANT RECEIVE ALL PERMITS NECESSARY FOR THE GRADING DONE AS PART OF THE CUL DE SAC WORK.
4. APPROVAL AND EXECUTION OF AN AMENDMENT TO THE PUD AGREEMENT.
5. THE SIDEWALK ALONG GATEWAY DRIVE MUST BE SHOWN ON THE SITE PLAN.
6. THE SIDEWALK CONNECTIONS BETWEEN THE TRAIL ALONG THE WETLANDS AND GATEWAY DRIVE MUST BE INSTALLED.
7. THE APPLICANT MUST RECEIVE ALL NECESSARY PERMITS FROM COON CREEK WATERSHED DISTRICT.
8. ONLY ONE FREESTANDING SIGN IS ALLOWED FOR THE DEALERSHIP.
9. A FOUNTAIN MUST BE INSTALLED IN THE POND AT THE WEST END OF THE DEALERSHIP PARCEL. BENCHES INSTALLED AROUND THE POND.

10. PEDESTRIAN SCALED LIGHTING MUST BE INSTALLED ALONG THE PROPOSED TRIALS AND SIDEWALKS.

Councilmember Johnson explained the quality of the vision that has been brought forward for the proposed dealership led him to support the PUD amendment. If this vision were to change, he would support rescinding the approval.

THE MOTION PASSED UNANIMOUSLY.

10. PC 16-10: CONSIDER RESOLUTION 16-54 GRANTING FINAL PLAT APPROVAL FOR GATEWAY COMMERCE CENTER 4TH ADD., HIGHWAY 10 AND HANSON BOULEVARD, H&W FAMILY LLLP

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER WELLS, TO REMOVE THIS ITEM FROM THE TABLE. THE MOTION PASSED UNANIMOUSLY.

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT RESOLUTION NO. 16-54 APPROVING THE FINAL PLAT FOR GATEWAY COMMERCE CENTER 4TH ADDITION WITH THE FOLLOWING CONDITIONS:

1. ALL COMMENTS OF THE CITY ENGINEER BE ADDRESSED.
2. THE CORRESPONDING PUD AMENDMENT THAT INCREASES THE SIZE OF THE CAR DEALERSHIP PARCEL IS APPROVED.

THE MOTION PASSED UNANIMOUSLY.

11. CONSIDER ADOPTION OF ORDINANCE 2167, AN ORDINANCE ESTABLISHING FEE FOR KEEPING CHICKENS

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER GEISLER, TO ADOPT ORDINANCE 2167 ESTABLISHING FEE FOR CHICKENS. THE MOTION PASSED UNANIMOUSLY.

12. CONSIDER ADOPTION OF ORDINANCE 2168 ESTABLISHING HOUSING

IMPROVING AREA FOR CREEK MEADOWS II OWNERS ASSOCIATION

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT ORDINANCE 2168 ESTABLISHING HOUSING IMPROVING AREA FOR THAT PORTION OF CREEK MEADOWS II OWNERS ASSOCIATION LOCATED ALONG CREEK MEADOW DRIVE AND ROBINSON DRIVE.

Councilmember Johnson asked if the findings had to be read for record in order to approve this project. City Attorney Brodie reported the findings included in the Ordinance were sufficient.

THE MOTION PASSED UNANIMOUSLY.

NEW BUSINESS

13. PC 16-11: MERCY HOSPITAL, SITE PLAN APPROVAL BUILDING ADDITIONS AND PARKING DECK, HDR ARCHITECTS

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER DEMMER, TO APPROVAL OF THE PROPOSED SITE PLAN WITH THE FOLLOWING CONDITIONS:

1. ALL COMMENTS OF THE ANOKA COUNTY HIGHWAY DEPARTMENT BE ADDRESSED.
2. THE APPLICANT MUST RECEIVE ALL NECESSARY PERMITS FROM COON CREEK WATERSHED DISTRICT.
3. ALL ENGINEERING COMMENTS MUST BE ADDRESSED.
4. SHOULD THE TRAFFIC BE DIRECTED FROM DAKOTAH STREET TO BLACKFOOT STREET AROUND THE SOUTH SIDE OF THE HOSPITAL, THE STRIPED PARKING LOT ISLANDS ON THE END OF THE PARKING ROWS BE CHANGED TO CURB AND GUTTER AND LANDSCAPED WITH OVERSTORY TREES.
5. THE TREES PLANTED BETWEEN THE PARKING DECK AND COON RAPIDS BOULEVARD MUST BE A MINIMUM 12 FEET HIGH OR 4" CALIPER. THE TREES ALONG COON RAPIDS BOULEVARD MUST BE A SIZE THAT WILL NOT

OBSCURE THE VIEW OF THE WALL SIGN ON THE WEST SIDE OF THE PARKING DECK.

6. THE APPLICANT MUST COMPLY WITH TITLE 11.
7. BIKE PARKING MUST BE PROVIDED ALONG WITH A CONNECTION TO THE BIKE TRAIL ALONG COON RAPIDS BOULEVARD.

THE COMMISSION ALSO RECOMMENDED APPROVAL OF DESIGN FLEXIBILITY BASED ON THE FOLLOWING FINDINGS:

USE OF ARCHITECTURAL METAL

PARKING GARAGE

THE DEVELOPER IS PROPOSING TO UTILIZE AN ARCHITECTURAL PERFORATED METAL SKIN TO ENCLOSE THE PARKING DECK TO RESPOND TO SITE CONDITIONS. THIS MATERIAL WILL PRESENT AN IMAGE OF A MODERN BUILDING WHILE COMPLYING WITH AIR CIRCULATION AND VENTING REQUIREMENTS. THE EXISTING SKYWAY AND PROPOSED LANDSCAPING WILL SCREEN AND SOFTEN THE IMPACT OF THE DECK ALONG COON RAPIDS BOULEVARD. THE PROPOSED DESIGN WILL FURTHER THE INTENT OF THE CHAPTER IN THAT IT IS PART OF A HOSPITAL EXPANSION THAT WILL MAINTAIN THE VITALITY AND INTENSITY OF PORT WELLNESS.

CENTRAL UTILITY ADDITION

THE DEVELOPER IS PROPOSING TO UTILIZE METAL LOUVERS TO RESPOND TO SITE CONDITIONS. THIS MATERIAL WILL PRESENT AN IMAGE OF A MODERN BUILDING WHILE COMPLYING WITH AIR CIRCULATION AND VENTING REQUIREMENTS. THE LOUVERS WILL BE SCREENED BY EXISTING TREES ALONG DAKOTAH STREET AND BECAUSE OF THE LOWER HEIGHT WILL BLEND IN WITH THE MAIN BUILDING. THE PROPOSED DESIGN WILL FURTHER THE INTENT OF THE CHAPTER IN THAT IT IS PART OF A HOSPITAL EXPANSION THAT WILL MAINTAIN THE VITALITY AND INTENSITY OF PORT WELLNESS.

WALL SIGNAGE ON THE PARKING DECK

THE APPLICANT DEMONSTRATED THAT THE MODIFICATION IS NECESSARY TO RESPOND TO SITE CONDITIONS. THE LARGE BUILDING AND THE AMOUNT OF INFORMATION THAT HAS TO BE DISPLAYED CREATES THE NEED FOR A LARGER SIGN TO ENSURE THAT LETTERING IS LEGIBLE. THE LARGER SIGN WILL RESULT IN BETTER INTEGRATION OF USES. THE SIGN CAN BETTER DIRECT TRAFFIC INTO AND AROUND THE SITE. THE PLACEMENT OF THE SIGN FURTHER AWAY FROM COON RAPIDS BOULEVARD AND THE FACT THE HOSPITAL BUILDING AND SKYWAY PROVIDE A BACKDROP FOR THE SIGN WILL MITIGATE POTENTIAL ADVERSE EFFECTS OF THE LARGER SIGN. THE UNIFORM DESIGN OF THE SIGN WILL HELP PEOPLE IDENTIFY THAT THEY ARE AT THE MERCY HOSPITAL COMPLEX AND NOT AN ADJACENT SITE.

Councilmember Demmer supported the use of staff flexibility guidelines for the parking garage.

Mayor Koch agreed stating he was glad to see the parking going up rather than out further on the site.

Councilmember Klint had real concerns with the traffic from the hospital switching onto Dakota Street. She believed the County should be addressing this issue prior to the Council approving the request. Public Works Director Himmer discussed how the traffic flow would change for the site with the proposed expansion to the hospital. It was his opinion that a signal would be the responsibility of the applicant.

Councilmember Geisler questioned if the ambulance drop off would remain in the same location. Planner Harlicker reported this was the case.

Councilmember Johnson asked if a parking deck could be located behind the building rather than right on Coon Rapids Boulevard. Planner Harlicker stated it was his understanding the hospital wanted the main entrance to be a focal point, with the parking deck adjacent to this main entrance. He explained logistically it would not work to have the parking deck behind the building.

Councilmember Johnson appreciated the great lengths the hospital went to, to enhance the exterior of the parking deck. He inquired if the hospital would be charging visitors to use the parking deck. Mike Rodriguez, HDR Architects, stated the hospital did not intend to charge for parking. He then provided the Council with an overview of the project and reviewed a 3D model of the Mercy Hospital campus with the new additions.

Councilmember Klint asked if the emergency hospital entrance allowed for short-term parking. Mr. Rodriguez explained the drive lane would allow for four cars with additional queuing. He noted that valet parking would be offered at the emergency entrance.

Councilmember Manning requested the 3D model be placed on the City's website. Mr. Rodriguez commented he would be more than happy to provide this material to City staff.

Councilmember Johnson appreciated the detailed overview of the hospital campus.

Mayor Koch questioned if the architect could direct traffic from the parking ramp back to Blackfoot. Mr. Rodriguez reviewed how traffic would flow through the site from the parking ramp. He anticipated that traffic from the ramp would not be as much of a concern as the staff shift changes in the rear parking lot.

Councilmember Klint supported the proposed project but was concerned with the fact that the hospital representatives were not willing to work with the nursing staff.

THE MOTION PASSED UNANIMOUSLY.

14. CONSIDER INTRODUCTION OF AN ORDINANCE REVISING ORDINANCE 2136,
 CORRECTING THE LEGAL DESCRIPTION

The Staff report was shared with Council.

Mayor Koch considered the Ordinance revising Ordinance 2136 correcting the legal description to be introduced.

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

15. OPEN MIC REPORT – JERRY PIERCE RE: PROCEEDS FROM SALE OF
 MUNICIPAL LIQUOR STORES

Mayor Koch discussed Mr. Pierce's comments made during Open Mic at the May 17, 2016 Council meeting.

OTHER BUSINESS

Councilmember Geisler reported she recently moved, but stayed within her ward. She explained she has been without a landline for 10 days, but noted should be resolved shortly. She encouraged her constituents to contact her via email.

Councilmember Wells thanked all of the veterans and volunteers that assisted with the Memorial Day events.

Councilmember Klint reviewed the Meetings in the Park meeting schedule.

Mayor Koch asked if the trail near 85th was complete. Public Works Director Himmer stated the trail was substantially complete. He noted the pedestrian crossing paths needed to be installed along with some trees.

Mayor Koch reviewed the Music in the Park schedule of events for this summer.

Mayor Koch discussed the Mississippi River Corridor Critical Area rulemaking meeting that would be held on Wednesday, June 15th at 4:30 p.m. at Greenhaven in Anoka.

Councilmember Johnson explained a Hanson Boulevard grade separation meeting would be held on Wednesday, June 15th at 5:00 p.m.

ADJOURN

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER JOHNSON, TO ADJOURN THE MEETING AT 8:04 P.M. THE MOTION PASSED UNANIMOUSLY.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

5.

Meeting Date: 06/21/2016

Subject: Approve Memorandum of Understanding with Anoka County on a US Department of Justice Grant

Submitted For: Brad Wise, Police Chief

From: Kim Reid, Administrative Legal Assistant

INTRODUCTION

The Coon Rapids Police Department received notice from the U.S. Department of Justice (USDOJ) that it is eligible for a FY2016 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$10,380.00. As a law enforcement agency that works in a partnership with Anoka County, the grant requires the City of Coon Rapids to enter into an agreement (Memorandum of Understanding) with Anoka County to ensure funds are spent within Coon Rapids for law enforcement purposes.

DISCUSSION

The USDOJ provides grants to local law enforcement organizations to address crime in communities by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures. Through the FY2016 JAG, the City of Coon Rapids is eligible for \$10,380.00. A requirement of the USDOJ is that a single entity administer the grant and an agreement be established with Anoka County. A Memorandum of Understanding (MOU) between Coon Rapids and Anoka County is forthcoming. No monies will be going to Anoka County per the Department of Justice allocations. A public hearing must be held regarding proposed expenditures for this grant.

The Coon Rapids Police Department proposes to use JAG funds for the purchase of law enforcement equipment not otherwise budgeted. The department wishes to purchase Personal Protective Equipment (PPE) for crowd management, 10 iCop body mics 50 Taser cartridges, Remington 870 less lethal shotgun, 8 Adjustable orange gun stocks for less lethal shotguns, Reconyx covert surveillance trail camera and 7 Binoculars. All of this equipment will total \$11,743.23.

RECOMMENDATION

Staff recommends entering into a Memorandum of Understanding with Anoka County regarding the expenditure of funds for the 2016 Justice Assistance Grant.

BUDGET IMPACT:

Recommended purchases will require \$1,363.23 from the police department's equipment budget.

Attachments

Coon Rapids JAG Grant

2016 MINNESOTA LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2016 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report here:

<http://www.bjs.gov/content/pub/pdf/jagp15.pdf> and current JAG Frequently Asked Questions here: <https://www.bja.gov/Funding/JAGFAQ.pdf>

Finding your jurisdiction:

(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

(2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.

(3) Counties that have an asterisk (*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
MN	ANOKA COUNTY	County	*	
MN	COON RAPIDS CITY	Municipal	\$10,380	\$10,380
MN	BLUE EARTH	County	*	
MN	MANAKATO CITY	Municipal	\$14,532	\$14,532
MN	DAKOTA COUNTY	County	*	
MN	BURNSVILLE CITY	Municipal	\$11,460	\$11,460
MN	HENNEPIN COUNTY	County	*	
MN	BLOOMINGTON CITY	Municipal	\$17,812	
MN	BROOKLYN CENTER CITY	Municipal	\$14,491	
MN	BROOKLYN PARK CITY	Municipal	\$33,839	
MN	MINNEAPOLIS CITY	Municipal	\$498,368	\$564,510
MN	OLMSTED COUNTY	County	*	
MN	ROCHESTER CITY	Municipal	\$26,739	\$26,739
MN	RAMSEY COUNTY	County	*	
MN	ST PAUL CITY	Municipal	\$260,540	\$260,540

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
MN	ST LOUIS COUNTY	County	*	
MN	DULUTH CITY	Municipal	\$41,022	\$41,022
MN	STEARNS COUNTY	County	*	
MN	ST CLOUD CITY	Municipal	\$32,386	\$32,386
MN	Minnesota Chippewa Tribe (Fond du Lac, Nett Lake/Bois Forte, White Earth)	Tribal	\$22,006	
MN	RED LAKE BAND OF CHIPPEWA INDIANS	Tribal	\$10,712	
MN	CASS COUNTY	COUNTY	\$10,878	
MN	ROCK COUNTY	COUNTY	\$10,961	
	Local total		\$1,016,126	



City Council Regular

6.

Meeting Date: 06/21/2016

Subject: Approve JPA with Anoka-Ramsey Community College for Security Contract

From: Brad Wise, Police Chief

INTRODUCTION

The Coon Rapids Police Department provides evening security patrols and student escort services to Anoka Ramsey Community College through the part-time employment of police reserve officers. This is accomplished utilizing a joint powers agreement (JPA) between the City and the State of Minnesota.

DISCUSSION

The JPA between the City and the State of Minnesota is reviewed and renewed each year, roughly following the state's fiscal calendar and a typical school year. The current contract expires on June 30, 2016. The new contract reflects a 2% increase in the hourly rate charged for the reserve officer and use of a vehicle. Additionally, contingency funds for special events increased from 20 hours to 90 for a total contract amount not to exceed \$27,722.50. This amount will cover City cost of providing the service. The new contract will be effective July 1, 2016 to June 30, 2017.

RECOMMENDATION

Staff recommends Council enter into a JPA with Anoka Ramsey Community College to provide security services for 2016-17.

BUDGET IMPACT:

Cost of service is fully covered by the contract. They will be invoiced monthly for the actual hours worked by reserve officers at the rate agreed upon in Attachment B of the contract.

Attachments

ARCC security contract

F.Y.: 2017	Cost Center: 601030	Obj. Code: 1820	Amount: Not to exceed \$	Vendor #: 0000197676-001	P.O. #:
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STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
ANOKA-RAMSEY COMMUNITY COLLEGE
JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT, and amendments and supplements thereto, (hereinafter "contract") is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Anoka-Ramsey Community College (hereinafter "STATE"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and City of Coon Rapids, address 11155 Robinson Drive (hereinafter "CONTRACTOR"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10;

WHEREAS, CONTRACTOR represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

- I. CONTRACTOR'S DUTIES. (Attach additional page(s) if necessary which is incorporated by reference and made a part of this agreement.) The CONTRACTOR shall:

See attachment A

STATE'S DUTIES. (Attach additional page(s) if necessary which is incorporated by reference and made a part of this agreement.) STATE shall:

Make payment to contractor in accordance with state statutes

- II. CONSIDERATION AND TERMS OF PAYMENT.

Consideration for all services performed by the CONTRACTOR pursuant to this contract shall be paid by the STATE as follows:

See attachment B

Terms of Payment. Payments shall be made by the STATE promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized representative pursuant to Clause VI. Invoices shall be submitted according to the following schedule:

Invoices will be submitted Monthly.

- III. CONDITIONS OF PAYMENT. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
- IV. TERM OF CONTRACT. This contract shall be effective on July 1, 2016, or upon the date that the final required signature is obtained by the STATE, whichever occurs later, and shall remain in effect for a one-year period until

June 30, 2017, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that NO work should begin under this contract until ALL required signatures have been obtained, and the CONTRACTOR is notified to begin work by the STATE'S Authorized Representative.

- V. CANCELLATION. This contract may be canceled by the STATE or the CONTRACTOR at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- VI. STATE'S AUTHORIZED REPRESENTATIVE. The STATE'S Authorized Representative for the purposes of administration of this contract is Edward Wilberg. The CONTRACTOR'S Authorized Representative for the purposes of administration of this contract is Deputy Chief, Paul Ireland. The STATE'S Authorized Representative shall have final authority for acceptance of the CONTRACTOR'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II, paragraph B.
- VII. ASSIGNMENT. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE.
- VIII. AMENDMENTS. Any amendments to this contract shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.
- IX. LIABILITY. The CONTRACTOR shall indemnify, save, and hold the STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by the STATE, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for the STATE'S failure to fulfill its obligations pursuant to this contract.
- X. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
- XI. GOVERNMENT DATA PRACTICES ACT. The CONTRACTOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the CONTRACTOR or the STATE. In the event the CONTRACTOR receives a request to release the data referred to in this Article, the CONTRACTOR must immediately notify the STATE. The STATE will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

The CONTRACTOR shall comply with the Minnesota Data Practices Act as it applies to all data provided by the STATE in accordance with this contract and as it applies to all data created, gathered, generated or acquired in accordance with this contract.

- XII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.
 - A. The STATE shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (" MATERIALS").
 - B. The CONTRACTOR hereby assigns to the STATE all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of the STATE, execute all papers and perform all other acts necessary to assist the

STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to the STATE by the CONTRACTOR, its employees and any subcontractors. The CONTRACTOR, its employees, and any subcontractors shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of the STATE'S authorized representative.

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

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

XIII. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify the STATE as the sponsoring agency and shall not be released prior to receiving the approval of the STATE'S authorized representative.

XIV. OTHER PROVISIONS. (Attach additional page(s) as necessary):

N.A.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Anoka-Ramsey Community College
COLLEGE/UNIVERSITY/SYSTEM OFFICE

By (authorized college/university/system office signature)
Title Vice President of Administration
Date

2. VERIFIED AS TO ENCUMBRANCE

By (authorized college/university/system office signature) <i>Anoka-Ramsey Community College</i>
Title
Date

3. CONTRACTOR (Governmental Entity):
Contractor certifies that the appropriate person(s) have executed the contract on behalf of the contractor as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
Title Coon Rapids City Manager
Date

By (authorized signature)
Title Coon Rapids Mayor
Date

By (authorized signature)
Title Coon Rapids City Attorney
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature) <i>Anoka-Ramsey Community College</i>
Title
Date

ATTACHMENT B TO THE CONTRACT WITH THE CRPD

I. CONSIDERATION AND TERMS OF PAYMENT

- A. Consideration for all services performed and goods or materials supplied by CONTRACTOR shall be reimbursed the CONTRACTOR by the STATE as follows:
1. Payment to be made at the hourly rate of \$27.02
 2. Security patrols and escort hours of work are Monday through Thursday, 6:30 PM to 10:30 PM, excluding faculty days, holidays and other days as directed by the college representative. Total hours worked will be invoiced based on portal to portal from the Coon Rapids Police Department and the Anoka Ramsey Community College campus in Coon Rapids.
 3. Contract is based on 208 days / 936 hours, in accordance with the above information.
 4. Contingency for special events is 90 hours.

THE TOTAL ONE YEAR CONTRACT SHALL NOT EXCEED THE AMOUNT OF \$27,722.50 Twenty-Seven Thousand Seven Hundred and Twenty-Two dollars and 50/100.

ATTACHMENT A TO CONTRACT WITH CRPD

i. CONTRACTOR'S DUTIES

A. Provide Security Service as indicated below but not limited to:

1. Security Escort Service – walking/driving students, faculty and staff to and from their vehicles on the campus grounds.
2. Provide presence by patrolling parking lots, campus grounds, sidewalks and inside campus buildings.
3. Nightly inspection of outside lighting. Report outages on the security check sheet and let maintenance know.
4. Ticket vehicles that are not appropriately parked.
5. Be aware of other potential problems and report any deficiencies on the security check sheet. Examples may be slippery walks, shrubs and bushes that may be in need of trimming, other safety related issues.
6. Furnish City vehicle for police patrols.
7. Other duties as may be requested or assigned.
8. Keep the Director of Public Safety at ARCC informed of any issues by using the comments section on the security check sheets.



City Council Regular

7.

Meeting Date: 06/21/2016

Subject: Accept Drainage and Utility Easements from John and Martha Bordwell and Tim and Stacie Lerum

From: Kim Reid, Administrative Legal Assistant

INTRODUCTION

Council is asked to accept easements from Tim and Stacie Lerum and John and Martha Bordwell for drainage and utility purposes over portions of the property on Parcel A located on Crooked Lake and 129th Avenue and Parcel B the corner lot of 129th Avenue.

DISCUSSION

On December 1, 2015 Council approved a lot split for Parcel A located at 12856 Crooked Lake Boulevard. The existing house will remain on Parcel A and have frontage on Crooked Lake and 129th Avenue. Parcel B is a corner lot with frontage on 129th Avenue and Crooked Lake Boulevard. As a condition of the approval of the Registered Land Survey, 5 foot drainage and utility easements shall be provided by the property owners.

RECOMMENDATION

Accept easements for drainage and utility purposes from Tim and Stacie Lerum and John and Marth Bordwell over portions of the property on Parcel A located on Crooked Lake and 129th Avenue and Parcel B the corner lot of 129th Avenue.

Attachments

Bordwell Easement
Lerum Easement Agreement
Location Map
RLS

EASEMENT AGREEMENT

THIS INDENTURE, made this 7 day of June 2016, between JOHN BORDWELL AND MARTHA BORDWELL, 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 Dollar 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 purposes over, under and across the following described property:

Tract B

A drainage and utility easement over under and across that part of Tract B, RLS 269 according to the plat thereof, Anoka County, MN described as follows:

The north and south 10 feet and the west 5 feet of Tract B.

Subject to easement of record.

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 sod, plantings, curbs and pavement as needed.

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.

[Signatures on the 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 _____, 2016.

Joan Lenzmeier, City Clerk

EASEMENT AGREEMENT

THIS INDENTURE, made this ____ day of _____, between TIM LERUM AND STACIE LERUM, 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 Dollar 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 purposes over, under and across the following described property:

Tract A

A drainage and utility easement over under and across that part of Tract A, RLS 269 according to the plat thereof, Anoka County, MN described as follows:

The north and south 10 feet and the east 5 feet of Tract A

Subject to easement of record.

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 sod, plantings, curbs and pavement as needed.

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.

[Signatures on the following page]

By: [Redacted]
Tim Lerum

By: [Redacted]
Stacie Lerum

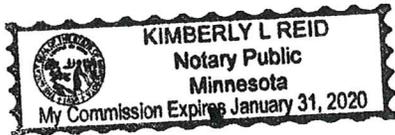
CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this 9th day of June, 2016, before me a Notary Public within and for said County, personally appeared Tim and Stacie Lerum, husband and wife.



[Redacted Signature]
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this 9th day of June, 2016, 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 _____, 2016.

Joan Lenzmeier, City Clerk

Location Map



REGISTERED LAND SURVEY NO. _____

City of Coon Rapids
County of Anoka
Sec. 4, T31, R24

LEGEND

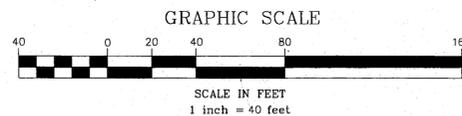
- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- ⊙ DENOTES JUDICIAL LANDMARK FOUND
- ◆ DENOTES ANOKA COUNTY CAST IRON MONUMENT

FOR THE PURPOSES OF THIS REGISTERED LAND SURVEY, THE NORTH LINE OF TRACT J, REGISTERED LAND SURVEY NO. 28, ANOKA COUNTY, MINNESOTA IS ASSUMED TO BEAR NORTH 89 DEGREES 32 MINUTES 37 SECONDS EAST

BENCHMARK

MNDOT GSID STATION # 72657
MNDOT NAME: BR 02559 SE
ELEVATION: 893.243 (NAVD 88)

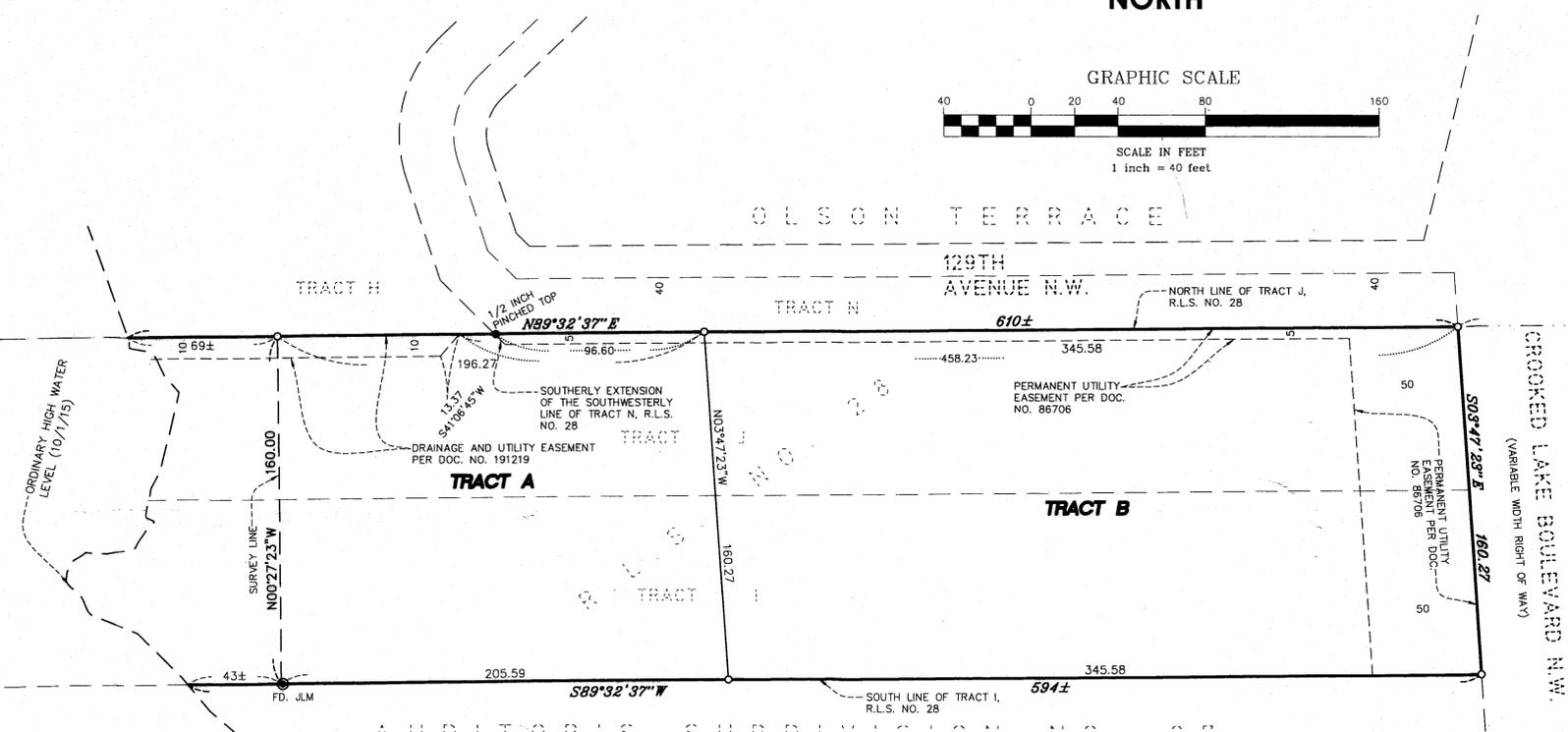
NORTH



CROOKED LAKE

OHWL = 862.1 (NGVD 29)
862.4± (NAVD 88)
WATER ELEVATION = 860.9 (NAVD 88, MEAS 10/1/15)

APPROXIMATE EDGE OF WATER (PER AERIAL PHOTO)



AUDITOR'S SUBDIVISION NO. 97

I, Jason E. Rud, hereby certify that, in accordance with the provisions of Minnesota Statutes, Section 508.47, I have surveyed the following described property situated in the County of Anoka, State of Minnesota:

Tracts I and J, REGISTERED LAND SURVEY NO. 28, files of Registrar of Titles, County of Anoka, State of Minnesota.

I hereby certify that this Registered Land Survey was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota and that this Registered Land Survey is a correct representation of said parcel of land. Dated this 14th day of DECEMBER, 20 15.

Jason E. Rud
Jason E. Rud, Licensed Land Surveyor
Minnesota License No. 41578

CITY COUNCIL, CITY OF COON RAPIDS, MINNESOTA

We do hereby certify that on the _____ day of _____, 20____, the City Council of the City of Coon Rapids, Minnesota, has approved this Registered Land Survey.

_____, Mayor _____, Clerk

COON RAPIDS PLANNING COMMISSION

Be it known that at a meeting held on this _____ day of _____, 20____, the Planning Commission of the City of Coon Rapids, Minnesota, did hereby review and approve this plat of Registered Land Survey No. _____.

Planning Commission, City of Coon Rapids, Minnesota

By _____, Chairperson

ANOKA COUNTY SURVEYOR

Pursuant to Minnesota Statutes, Section 389.09, Subd. 1, this Registered Land Survey has been reviewed and approved this _____ day of _____, 20____.

Larry D. Holm, Anoka County Surveyor

COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 508.47, Subd. 4, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

Property Tax Administrator
By _____, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES
COUNTY OF ANOKA, STATE OF MINNESOTA

I hereby certify that this REGISTERED LAND SURVEY NO. _____ was filed in the office of the County Recorder/Registrar of Titles for public record on this _____ day of _____, 20____, at _____ o'clock _____M. and was duly recorded in Book _____ Page _____ as Document Number _____.

County Recorder/Registrar of Titles
By _____, Deputy



City Council Regular

8.

Meeting Date: 06/21/2016

Subject: Accept Easements from Mary Kayser and Wells Fargo Bank

Submitted For: David Brodie, City Attorney

From: Kim Reid, Administrative Legal Assistant

INTRODUCTION

Council is asked to accept easements from Mary Kayser and Wells Fargo Bank for drainage and utility purposes over portions of property located at 3338 and 3352 116th Avenue, Coon Rapids, MN.

DISCUSSION

On July 16, 2015 the Planning Commission approved a request for subdivision exception for a lot line adjustment between 3338 and 3352 116th Avenue. It was approved and one of the conditions is the existing drainage and utility easements along the current lot line be vacated and new five foot easements be granted on either side of the new lot line.

RECOMMENDATION

Accept easements for drainage and utility purposes from Mary Kayser and Wells Fargo Bank over portions of property located at 3338 and 3352 116th Avenue, Coon Rapids, MN.

Attachments

Location Map

Mary Kayser Easement Agreement

Wells Fargo Easement Agreement



**COON
RAPIDS**
Minnesota



EASEMENT AGREEMENT

THIS INDENTURE, made this ____ day of _____, between MARY KAY KAYSER, 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 Dollar 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 purposes over, under and across the following described property:

A 5.00 foot drainage and utility easement over under and across that part of Lot 9 Block 3 Pheasant Ridge, Anoka County, Minnesota. Said easement being 5.00 feet easterly of the following described line. Said line described as follows:

Commencing at the Southeast corner of said Lot 10; thence North 13 degrees 57 minutes 02 seconds East, 71.50 feet; thence North 28 degrees 02 minutes 34 seconds East, 57.43 feet and there ending.

Said east line is prolonged or shortened to terminate at the existing northerly and southerly drainage and utility easement lines of said Lot 9, according to the plat thereof.

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 sod, plantings, curbs and pavement as needed.

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.

[Signatures on the 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

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 _____, 2016.

Joan Lenzmeier, City Clerk

EASEMENT AGREEMENT

()

THIS INDENTURE, made this 1st day of February 2016, between WELLS FARGO BANK, NA, a national banking association organized and existing under the laws of the United States, 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 Dollar 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 purposes over, under and across the following described property:

A 5.00 foot drainage and utility easement over under and across that part of Lot 10 Block 3 Pheasant Ridge, Anoka County, Minnesota, according to the plat thereof. Said easement being 5.00 feet westerly of the following described line. Said line described as follows: Commencing at the Southeast corner of said Lot 10; thence North 13 degrees 57 minutes 02 seconds East, 71.50 feet; thence North 28 degrees 02 minutes 34 seconds East, 57.43 feet and there ending.

The west line of said easement is prolonged or shortened to terminate at the existing northerly and southerly drainage and utility easement lines of said Lot 10 according to the plat thereof.

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 sod, plantings, curbs and pavement as needed.

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.

[Signatures on the following page]

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

WELLS FARGO BANK, N.A.

By: [Redacted]
Its: AVP
Kristina Nagai *allie*

CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

Maryland
STATE OF ~~MINNESOTA~~
Frederick ss.
COUNTY OF ~~ANOKA~~)

On this 1st day of February, 2016, before me a Notary Public within and for said County, personally appeared Kristina Nagai, the AVP of Wells Fargo Bank, N.A., a national banking association organized and existing under the law of the United States, on behalf of the ~~corporation~~ association.

[Redacted]
Notary Public

[Signatures continue on the following page]





City Council Regular

9.

Meeting Date: 06/21/2016

Subject: Adopt Resolution 16-73 Declaring Participation with the Council on Local Results and Innovation's State Performance Measurement Program

From: Maria Carrillo Perez, Assistant to the City Manager

INTRODUCTION

In 2010, the State government created the Council on Local Results and Innovation (CLRI) and charged the group with developing a voluntary performance reporting program for cities and counties. The City has participated in the program since its creation. In order to participate in this program in 2016, the City Council must pass a resolution to confirm the City's activities in this area.

DISCUSSION

Cities that choose to participate in the program in 2016 are eligible for a reimbursement of \$0.14 cents per capita from the State (approximately \$8,600).

In order to participate this year, the City must file a report with the Office of the State Auditor by July 1, 2016. This report must include a resolution that commits the City to developing a performance measurement system and providing data for a minimum of 10 performance measures that have been established by the CLRI.

The City has developed the tools necessary to participate in the program for 2016. If the City's participation is approved by Council, staff will submit data for the 2015 measures and the attached resolution to the Office of the State Auditor. The City will also report the data on the City website in order to comply with an additional program requirement.

RECOMMENDATION

Staff recommends adoption of Resolution 16-73, declaring the City's participation with the Council on Local Results and Innovation's Performance Measures Program for 2016.

BUDGET IMPACT:

If the City participates in this program for 2016, it will receive approximately \$8,600 in revenue from the State of Minnesota

Attachments

Coon Rapids CLRI Data

Resolution 16-73- Participation Resolution

**City of Coon Rapids Data for Council on Local Results and Innovation -
Performance Measurement Program**

Category	#	Measure	2015 Data
General	1.	Rating of the overall quality of services provided by your city (survey data, provide year completed and total responses)	Excellent - 10%, Good - 74%, Fair - 16%, Poor - 1% (2012 survey, 400 random telephone interviews)
	2.	Percent change in the taxable property market value	2015 to 2016 taxable market value change: 5.12%
	3.	Citizens' rating of the overall appearance of the city (survey data, provide year completed and total responses)	Excellent - 12%, Good - 74%, Fair - 13%, Poor - 2% (2012 survey, 400 random telephone interviews)
	4.*	Nuisance code enforcement cases per 1,000 population	n/a
	5.*	Number of library visits per 1,000 population	n/a
	6.*	Bond rating	Aa1 (Moody's)
	7.	Citizens' rating of the quality of city recreational programs and facilities (survey data, provide year completed and total responses)	<u>Facilities</u> : Excellent - 30%, Good - 59%, Fair - 10%, Poor - 1%, Don't Know/Refused - 1% <u>Programs</u> : Excellent - 26%, Good - 71%, Fair - 3%, Poor - 0% (2013 survey, 400 random telephone interviews)
	8.*	Accuracy of post election audit (% of ballots counted accurately)	100% accurate
Police Services	9.	Part I and II Crime Rates	Part I: 31.78 per 1,000 pop., Part II: 63.37 per 1,000 pop.
	10.*	Part I and II Crime Clearance Rates	Part I Clearance Rate: 62.09%, Part II Clearance Rate: 78.60%
	11.	Citizens' rating of safety in their community (survey data, provide year completed and total responses)	Very Safe - 38%, Reasonably Safe - 57%, Somewhat Unsafe - 4%, Very Unsafe - 1% (2012 survey, 400 random telephone interviews)
	12.	Average police response time	n/a
Fire & EMS Services	13.	Insurance industry rating of fire services	ISO rating: 4
	14.	Citizens' rating of the quality of fire protection services (survey data, provide year completed and total responses)	Excellent - 61%, Good - 34%, Fair - 1%, Poor - 0%, Don't Know/Refused - 5% (2012 survey, 400 random telephone interviews)
	15.	Average fire response time	n/a
	16.*	Fire calls per 1,000 population	27.81 calls per 1,000 pop.
	17.*	Number of fires with loss resulting in investigation	n/a
	18.*	EMS calls per 1,000 population	55.75 calls per 1,000 pop.
	19.	Emergency Medical Services average response time	n/a
Streets	20.	Average city street pavement condition rating	n/a
	21.	Citizens' rating of the road conditions in their city (survey data, provide year completed and total responses)	Excellent - 4%, Good - 60%, Fair - 32%, Poor - 4% (2012 survey, 400 random telephone interviews)
	22.*	Expenditures for road rehabilitation per paved lane mile rehabilitated (jurisdiction only roads)	n/a
	23.*	Percentage of all jurisdiction lane miles rehabilitated in the year	n/a
	24.*	Average hours to complete road system during snow event	n/a
	25.	Citizens' rating of the quality of snowplowing on city streets (survey data, provide year completed and total responses)	Excellent - 12%, Good - 67%, Fair - 19%, Poor - 4%, Don't Know/Refused - 0% (2012 survey, 400 random telephone interviews)
Water	26.	Citizens' rating of the dependability and quality of the city water supply (survey data, provide year completed and total responses)	<u>Dependability</u> : Excellent - 28%, Good - 68%, Fair - 2%, Poor - 1%, Don't Know/Refused - 1% <u>Quality</u> : Excellent - 20%, Good - 59%, Fair - 16%, Poor - 4%, Don't Know/Refused - 1% (2012 survey, 400 random telephone interviews)
	27.	Operating cost per 1,000,000 gallons of water pumped/produced	n/a
Sanitary Sewer	28.	Citizens' rating of the dependability and quality of city sanitary sewer service (Provide year completed and total responses)	Excellent - 23%, Good - 70%, Fair - 5%, Poor - 0%, Don't Know/Refused - 3% (2012 survey, 400 random telephone interviews)
	29.	Number of sewer blockages on city system per 100 connections	n/a

RESOLUTION NO. 16-73

**RESOLUTION DECLARING THE CITY OF COON RAPIDS' PARTICIPATION IN
THE COUNCIL ON LOCAL RESULTS AND INNOVATION – PERFORMANCE
MEASUREMENT PROGRAM**

WHEREAS, the benefits to the City of Coon Rapids for participation in the Minnesota Council on Local Results and Innovation's Comprehensive Performance Measurement Program are outlined in MS 6.91 and include eligibility for a reimbursement as set by State Statute; and

WHEREAS, the City Council has adopted and implemented at least 10 of the performance measures, as developed by the Council on Local Results and Innovation, and a system to use this information to help plan, budget, manage and evaluate programs and processes for optimal future outcomes.

NOW THEREFORE LET IT BE RESOLVED by the City Council that the City of Coon Rapids will report the results of the performance measures to its citizenry by the end of the year through publication, direct mailing, posting on the city's/county's website, or through a public hearing at which the budget and levy will be discussed and public input allowed.

BE IT FURTHER RESOLVED by the City Council that the City of Coon Rapids will submit to the Office of the State Auditor the actual results of the performance measures adopted by the City.

Adopted this 21st day of June, 2016.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

10.

Meeting Date: 06/21/2016

Subject: Approve Memorandum of Understanding Between the City of Coon Rapids and Allina Health System

Submitted For: Matt Stemwedel, City Manager

From: Melissa Moore, Administrative Assistant I

INTRODUCTION

Council is asked to approve a Memorandum of Understanding with Mercy Hospital. This Memorandum of Understanding outlines Mercy Hospital's dedication to serving indigent, uninsured and underinsured patients in our community.

DISCUSSION

The 340B Program is a drug pricing program that requires drug manufacturers to provide outpatient drugs at reduced prices and is administered by the Health Resources and Service Administration (HRSA). The 340B program savings enable hospitals to stretch scarce Federal resources as far as possible, reaching more eligible patients and providing more comprehensive services. Mercy Hospital qualified for the 340B program based on serving a disproportionate share low-income patients. According the Mercy Hospitals 2015 Medicare Cost Report, low-income patients comprised of 12.27% of their total patient population. A hospital qualifies for the 340B programs if low-income patients represent more than 11.75% of the total patient population.

The 340B program is used to support Allina's program that offers free care for patients who are not eligible for Medicare or Medicaid and earn at or below 275% of the Federal Poverty Level. Another use is the health care service discounts available for patients with less than \$125,000 annual household income or those with health insurance but that are receiving an uncovered service or item. The pricing is provided to outpatient drugs, which is only a portion of the hospital's drug use. Inpatient drugs are not included in the 340B program.

The Memorandum of Understanding is Mercy's commitment to the City of Coon Rapids and surrounding communities to continue providing such services to all who entrust the hospital with their care.

RECOMMENDATION

Approve Memorandum of Understanding with Mercy Hospital.

Attachments

340B MOU with Mercy and City of Coon Rapids

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COON RAPIDS, MINNESOTA
AND
ALLINA HEALTH SYSTEM**

This Memorandum of Understanding is made this 23rd day of June, 2016, by and between the undersigned representatives of the City of Coon Rapids, Minnesota (the “City”), and Allina Health System, doing business as the Mercy Hospital (“MCY”), a non-profit corporation organized and existing under the laws of the State of Minnesota.

RECITALS:

WHEREAS, MCY is a Minnesota, non-profit hospital which provides a disproportionate share of health care services to the Medicare and Medicaid population in addition to supporting many programs that benefit indigent, uninsured or underinsured patients;

WHEREAS, MCY desires to participate in the drug discount program established under Section 340B of the Public Health Service Act (the “340B Program”);

WHEREAS, in order to participate in the 340B Program, MCY must enter into an agreement with a unit of the state government pursuant to which MCY commits to provide healthcare services to low income individuals who are not entitled to Medicare or Medicaid benefits at no reimbursement or considerably less than full reimbursement from these patients;

WHEREAS, MCY desires to make such a formal commitment to the City; and

WHEREAS, the City agrees to accept such commitments on behalf of the citizens of Coon Rapids, Minnesota.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the parties to this Agreement, as follows:

1. **Commitment of MCY to Provide Indigent Care.**

During the term of this MOU, MCY agrees to continue its historical commitment to the provision of healthcare to indigent, uninsured and underinsured residents of Coon Rapids, Minnesota, and the surrounding communities. MCY provides many health care services and programs which are needed to meet the health care needs of a community but which do not generate revenue. For example, MCY maintains emergency rooms on a 24-hour, 365-day basis, a variety of educational programs for

the community, and participates in community emergency preparedness. MCY provides free care to patients who are not eligible for Medicare or Medicaid if they earn at or below 275% of the Federal Poverty Level. And uninsured patients whose annual household income is below \$125,000 are eligible to receive an uninsured discount. Patients with health insurance but whose insurance does not cover a particular item are service are eligible for a similar underinsured discount. MCY will continue to provide these services, and will ensure that all patients will receive necessary care, as required by law, in its Emergency Departments, regardless of ability to pay.

2. **Acceptance and Acknowledgments of the City.**

(a) The City accepts the commitment of MCY set forth above;

(b) The City hereby acknowledges that the healthcare services provided by MCY hereunder are in the public interest and are being provided to individuals who are not entitled to benefits under Title VIII or eligible for assistance under any State plan pursuant to Title XIX of the Social Security Act; and

(c) The City acknowledges that MCY is providing a significant amount of free and discounted services to indigent, uninsured and underinsured.

3. **Term and Termination.**

The term of this MOU shall commence on the date first above written and shall continue until terminated by either party upon not less than sixty (60) days prior written notice to the other.

4. **Notice.**

All notices required or permitted to be given under this MOU shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

Sent to the City:

City of Coon Rapids
11155 Robinson Drive
Coon Rapids, MN 55433-3761

Sent to MCY:

Sara Criger
Mercy Hospital
4050 Coon Rapids Blvd.
Coon Rapids, MN. 55433

5. **Governing Law.**

This MOU shall be governed by and construed in accordance with the laws of the State of Minnesota (excepting any conflict of laws provisions which would serve to defeat application of Minnesota substantive law).

IN WITNESS WHEREOF, City and MCY have executed this Agreement as of the day and year first written above by their duly authorized representatives.

ALLINA HEALTH SYSTEM

By: _____
Name: Sara Criger
Title: President, Mercy Hospital

CITY OF COON RAPIDS, MINNESOTA

By: _____
Name: Jerry Koch
Title: Mayor, City of Coon Rapids

By: _____
Name: Matt Stemwedel
Title: City Manager, City of Coon Rapids



City Council Regular

11.

Meeting Date: 06/21/2016

Subject: Accept Right of Entry Agreement and Waiver of Trespass from Anoka Hennepin
ISD #11

Submitted For: Tim Himmer, Public Works Director

From: Sarah Greene, Administrative Assistant II

INTRODUCTION

Staff requests City Council accept the attached Agreement with Anoka-Hennepin School District #11 to allow entry upon property located at 11301 Dogwood Street NW (Northdale Middle School) to perform work related to Improvement Project 16-4, MSA Street Reconstruction.

DISCUSSION

A portion of Project 16-4 along Dogwood Street falls within ISD #11 property. The attached Agreement will allow City staff and the project Contractor to complete necessary construction activities per the approved project plans and specifications.

RECOMMENDATION

Staff recommends the City Council approve and execute the Agreement with Anoka-Hennepin School District #11 allowing for right of entry and waiver of trespass.

Attachments

Exhibit B - Storm Sewer Plans
Agreement

RIGHT OF ENTRY AGREEMENT AND WAIVER OF TRESPASS

THIS AGREEMENT, made on this ____ day of _____, 2016 by and between the **CITY OF COON RAPIDS**, a municipal corporation under the laws of Minnesota (“**City**”), and **ANOKA HENNEPIN SCHOOL DISTRICT # 11**, a political subdivision of the State of Minnesota (“**Owner**”).

WHEREAS, Owner owns certain real property situated in the City of Coon Rapids, County of Anoka and State of Minnesota, which property is more particularly described on the attached Exhibit A which is hereby incorporated;

WHEREAS, said real property is hereafter referred to as the “Property”;

WHEREAS, the City is in the process of constructing sewer, water, street, roadway, sidewalk and other utility improvements commonly referred to as Project No. 16-4, hereinafter referred to as the “Project”;

WHEREAS, the plans and specifications for the Project are on file with the City’s Director of Public Works.

WHEREAS, the City has acknowledged that insofar as the Property is concerned the City shall construct the Project according to the plans and specifications on file with the City’s Director of Public Works;

WHEREAS, in order to construct the Project it is necessary that the City, its agents, servants, representatives and contractors immediately enter upon the Property;

WHEREAS, the City will eventually need a permanent easement from the Owner in, over, across and under the Property for the location of the Project;

WHEREAS, the City and the Owner have not as yet completed negotiations for a permanent easement agreement;

WHEREAS, it is in the best interest of the City and the Owner that construction work for the Project begin immediately on the Property;

NOW, THEREFORE, in consideration of the premises and their mutual promises, the parties hereto hereby agree as follows:

1. The Owner hereby grants to the City, its agents, servants, representatives and contractors the right, privilege and license to enter upon that part Property that is legally defined on Exhibit A for the purposes of installing storm sewer, and constructing the Project and all such purposes reasonably ancillary thereto. The storm sewer to be constructed is represented on Exhibit B.

2. The Owner hereby waive all actions, causes of action and claims against the City, its agents, servants, representatives, and contractors for trespass on that part of the Property described on Exhibit A and in the reasonable vicinity thereto.

3. The right, privilege and license granted to the City in this Agreement shall expire and terminate upon the completion of the construction of the Project but no later than August 12, 2016. This excludes any remedial restoration or warranty work that may be required after August 12, 2016.

4. The Owner covenant, represent, warrant and agree with and to the City that they are owners of record of Property and have good right to grant to the City the right, privilege and license stated in this Agreement.

5. In consideration for such entry, City agrees to defend and indemnify, save and hold harmless the Owner, and its officers, employees, and volunteers, from and against all claims, damages, losses, suits, actions including the cost of defenses of suit and expenses, including attorney fees incurred or brought as a result of liens placed on the Property, injuries or damages received or sustained by any person, persons, or property resulting from the City use of the Property as provided under this Agreement; but only to the extent caused in whole or in part by the misconduct, negligent acts, errors or omissions of or arising from any violation of any law or regulation by the City or, City's subcontractor(s), or anyone directly or indirectly employed or hired by City, or anyone for whose acts City may be liable. City agrees this indemnity obligation shall survive the completion or termination of this Agreement

6. If either party enforces the terms of this Right of Entry Agreement, the prevailing party shall be entitled to an award of the costs of said enforcement action, including attorney fees.

7. The City shall require all contractors to name the Owner and the City as additional insureds on its general liability policy of insurance, and shall require all contractors to provide the Owner and the City with an appropriate certificate of insurance identifying the Owner and the City as additional insureds prior to accessing the Property as provided in this Right of Entry Easement.

8. The City agrees to restore the Property to substantially the same condition as the condition in which it was found by the City at the time of City's entry upon the Property pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their names and behalves and on or as of the date first above written.

CITY OF COON RAPIDS

By:

Jerry Koch, Mayor

By:

Matt Stemwedel, City Manager

**ANOKA HENNEPIN SCHOOL
DISTRICT # 11**

By:

Its:

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

On this _____ day of _____, 2016, before me a Notary Public within and for said County, personally appeared Jerry Koch and Matt Stemwedel, to me personally known, who each by me duly sworn, each did say that they are respectively the Mayor and the City Manager of Coon Rapids, the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Manager acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

EXHIBIT A

Property Address: 11301 Dogwood Street NW

Commencing at the Northeast corner of said Lot 1, AUDITOR'S SUDVISION NUMBER 8; thence westerly along the north line of said Lot 1, on an assumed bearing of South 89 degrees 03 minutes 41 seconds West, a distance of 201.39 feet to the Point of Beginning of the parcel to be described; thence westerly along the north line of said plat, on a bearing of South 89 degrees 03 minutes 41 seconds West, a distance of 500.00 feet; thence South 00 degrees 24 minutes 36 seconds West, parallel to the east line of Lot 3, a distance of 565.00 feet; thence North 89 degrees 03 minutes 41 seconds East, a distance of 500.00 feet; thence North 00 degrees 24 minutes 36 seconds East, a distance of 565.00 feet to the Point of Beginning and there terminating.

AND

the East 20.00 feet of the West half of the South 550 feet of Lot 1, AUDITOR'S SUBDIVISION NUMBER 8 according to the plat of record, Anoka County, Minnesota.



City Council Regular

12.

Meeting Date: 06/21/2016

Subject: Consider Special Assessment and Access Agreement with Anoka Ramsey Community College

From: Tim Himmer, Public Works Director

INTRODUCTION

Staff requests City Council accept the attached Agreement with Anoka Ramsey Community College to allow entry upon property located at 11200 Mississippi Boulevard NW to perform work related to Improvement Project 16-2, MSA Street Reconstruction.

DISCUSSION

As Council may recall, staff included a project alternate for the installation of a secondary watermain line into the community college property as part of the award of contract for project 16-2. The attached Agreement will allow City staff and the project Contractor to complete necessary construction activities per the approved project plans and specifications. The agreement also outlines how the costs of such improvements will be paid by the college.

RECOMMENDATION

Staff recommends the City Council approve and execute the special assessment and access agreement with Anoka Ramsey Community College to complete the required private improvements under City project 16-2.

Attachments

Agreement
Exhibit A

SPECIAL ASSESSMENT AND ACCESS AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the State of Minnesota, by and through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Anoka Ramsey Community College, hereinafter referred to as "Owner" and the City of Coon Rapids, a Municipal Corporation, hereinafter referred to as "City."

WITNESSETH:

The City is reconstructing Mississippi Boulevard NW as part of City Project 16-2. Owner requested the installation of an additional watermain extension to serve Owner's property, located at 11200 Mississippi Boulevard NW, City of Coon Rapids, Minnesota (the "Property").

The Property is legally described as:

Lot 1 Auditors Subdivision No. 37 according to the plat thereof, Anoka County, Mn.

PIN: 17-31-24-44-0001

To expedite and coordinate with the Mississippi Boulevard street reconstruction, the parties have agreed to add the additional watermain extension to serve the Property. The watermain connection will provide a secondary connection for the Owner, which will allow for continued access to City water while maintenance or repair activities occur at or nearby the site.

Owner agrees that this will provide benefit to the Property and has requested City advance the costs of the additional watermain and assess the costs against the Property. The City has determined it is in its best interests to construct the improvement in order to incorporate it with the Mississippi Boulevard NW street reconstruction, City Project 16-2, to decrease cost and future disruption in the area and to assess the costs against Owner.

NOW, THEREFORE, the undersigned as Owner of the above described Property, in

consideration of construction of watermain connection on the Property:

1. Owner hereby grants to the City and its construction agents, the right to enter and add an additional watermain extension on the Property to include: An 8" PVC watermain connection installed concurrently with City street reconstruction project 16-2 for the benefit of Owner and as more particularly shown on Exhibit A, incorporated herein. This right shall include the right for the city to temporarily stage construction equipment and materials on Owner's property adjacent to the construction site as shown in Exhibit A.
2. City's right of access shall begin June 1, 2016 and expire October 1, 2016. The City shall take all reasonable steps to complete the Project work prior to the start of Owner's fall semester classes, which are scheduled to begin August 22, 2016.
3. City estimates the cost of work to be \$34,841 for construction and \$6,968.20, to cover the cost of design, construction administration, staking, and inspections costs for a total estimated amount of \$41,809.20. The College shall pay actual costs incurred for the indicated work which shall not exceed \$50,000.00 which the College may pay upon the City's satisfactory completion of work in one installment or may pay in annual installments, not to exceed 5 years total.
4. City shall require its Contractors to maintain liability insurance, naming the Owner as additional insured.
5. Owner is a state entity subject to Minn. Stat. §435.19, and to the extent it is able to waive notice of assessment hearing, waives said notice.
6. Agrees this agreement shall have the same force and effect as a petition presented pursuant to Minnesota Statutes Section 429.031 and specifically waive any public hearings with respect to the proposed assessment.

Neither party waives any additional claims that may arise out of the entry.

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

CITY OF COON RAPIDS

By:

Jerry Koch, Mayor

By:

Matt Stemwedel, City Manager

[Signatures continue on following page]

**MINNESOTA STATE COLLEGES AND
UNIVERSITIES**

**ANOKA RAMSEY COMMUNITY
COLLEGE**

By:

Its:

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

On this _____ day of _____, 2016, before me a Notary Public within and for said County, personally appeared Jerry Koch and Matt Stemwedel, to me personally known, who each by me duly sworn, each did say that they are respectively the Mayor and the City Manager of Coon Rapids, the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Manager acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, the _____ of Minnesota Colleges and Universities-Anoka Ramsey Community College.

Notary Public

This Document Drafted By:
David J. Brodie
Coon Rapids City Attorney
11155 Robinson Drive

Coon Rapids, Minnesota 55433
(763) 767-6495



City Council Regular

13.

Meeting Date: 06/21/2016

Subject: Consider Adoption of Ordinance 2169 Revising Ordinance 2136, Correcting the Legal Description

From: Scott Harlicker, Planner

INTRODUCTION

On March 17, 2015 Council approved Ordinance 2136 changing the zoning of property located at Woodcrest Drive and Egret Boulevard (Coon Rapids Chrysler dealership) from Moderate Density Residential to General Commercial. The zone change allowed the property to be developed for dealership parking. Council is being asked to **approve** the attached Ordinance 2169 revising Ordinance 2136 correcting the legal description of the property.

DISCUSSION

There was a delay in recording Ordinance 2136 with the County. During that delay the applicant recorded the final plat for the property thereby changing the legal description of the parcel from Lot 1, Block 1, Carla de Addition to Lot 1, Block 1, Carousel Motor Group Addition. The recording document was rejected by the County because they had the property shown with the new legal description.

Attached is Ordinance 2169 with the corrected legal description.

RECOMMENDATION

The City Council approve the attached Ordinance 2169 correcting the legal description in Ordinance 2136.

Attachments

Location Map

Ordinance 2169

Location Map



ORDINANCE NO. 2169

AN ORDINANCE AMENDING ORDINANCE 2136

THE CITY OF COON RAPIDS

The City of Coon Rapids does ordain:

Section 1. Ordinance 2136 of the City of Coon Rapids is hereby amended as follows:

(Deletions in brackets, additions double underlined)

Section 1. The official zoning map of the City of Coon Rapids is hereby amended to change the classification of the following described property from Moderate Density Residential to General Commercial:

~~[Lot 1, Block 3, Carla de Addition]~~ Lot 1, Block 1, Carousel Motor Group Addition

Introduced the 7th day of June, 2016

Adopted on the ___ day of ___, 2016

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

14.

Meeting Date: 06/21/2016

Subject: 2015 Annual Financial Statement

From: Sharon Legg, Finance Director

INTRODUCTION

City Council is asked to formally accept the 2015 Annual Financial Statement.

DISCUSSION

The City Council held a work session on June 21, 2016 to review the 2015 Annual Financial Statement with the City's external auditors, Malloy, Montague, Karnowski, Radosevich & Co., P.A. (MMKR) Certified Public Accountants.

RECOMMENDATION

Staff recommends the City Council accept the 2015 Annual Financial Statement.



City Council Regular

15.

Meeting Date: 06/21/2016

Subject: Consider Introduction of Ordinance Adopting the 2012 Minnesota State Fire Code

Submitted For: Todd Williams, Fire Marshal

From: Kim Reid, Administrative Legal Assistant

INTRODUCTION

Council is asked to consider incorporating the 2012 Minnesota State Fire Code into City Code.

DISCUSSION

The Minnesota State Fire Code is incorporated into the City Code by reference. The latest State Fire Code, the 2012 edition, is now available and should be incorporated into the Code. Also included is adoption of appendices A, B, C, D, E, F, G, H, I, J, K, and L.

RECOMMENDATION

I recommend Council introduce the ordinance to adopt the 2012 Minnesota State Fire Code into City Code.

Attachments

Fire Prevention Code

ORDINANCE NO.

**AN ORDINANCE REVISING FIRE PREVENTION CODE
AND THEREBY AMENDING
REVISED CITY CODE – 1982 SECTIONS 10-407(3), 10-422 AND 10-425(1)**

The City of Coon Rapids does ordain:

Section 1. Revised City Code – 1982 Section 10-407(3) is hereby amended as follows:

(deletions in brackets, additions double underlined)

12-401 Minnesota State Fire Code Adopted. The [~~2007~~] 2012 edition of the Minnesota State Fire Code, including State of Minnesota Amendments and Appendices A, B, C, D, E, F, G, H, I, J, K, and L is hereby adopted and incorporated into the City Code in whole as if herein set out in full, subject to deletions or modifications contained in this Chapter. One (1) copy of the Fire Code is on file in the office of the City Clerk.

Introduced this 21st day of June, 2016.

Adopted this ____ day of _____, 2016.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

16.

Meeting Date: 06/21/2016

Subject: Consider Introduction of an Ordinance Amending Park Hours/Overnight Parking

Submitted For: David Brodie, City Attorney

From: Kim Reid, Administrative Legal Assistant

INTRODUCTION

Staff seeks comment from Council to proposed changes to the Park Ordinance with respect to park hours and overnight parking in parks.

DISCUSSION

The Coon Rapids Parks Ordinance has not been updated in its entirety since 1992. There has been concern from both the City's Public Works and Police Departments regarding language in the ordinance on parking and hours. The proposed ordinance is attached for your review.

Hours

The existing ordinance discusses Neighborhood Parks, Community Parks, Athletic Parks and Cornerstone Parks. The hours listed in the ordinance vary depending on the type of "park." Currently Neighborhood Park hours are 5:00 a.m. to 10:00 p.m., while Community Parks, Athletic Parks and Cornerstone Parks are 5:00 a.m. to 12:00 midnight. Staff in the Public Works and Police Departments believe consistency in park hours will make it easier for the general public and for enforcement purposes. Staff also wanted to reference parks in general and not differentiate between types of parks. Further, Police personnel have had issues in the parks late at night and after dark that were not necessarily criminal, but are illicit activities that the City or public would not want taking place in the park. In order to prevent those kinds of activities from occurring, staff is recommending amending the park hours. After meetings with representatives from Public Works and Police, staff is recommending park hours be established as 5:00 a.m. to 10:00 p.m. unless otherwise authorized. However, the proposed ordinance does provide that between May 1 and October 31 hours at Al Flynn, Aspen, Riverview, Sand Creek, Wintercrest, and the Soccer Complex will be from 5 a.m. to 11 p.m. to allow for various City sponsored league play. Staff does not believe that the proposed parks hours will limit or prevent the public from full use of the park or its facilities.

Parking

There have been ongoing issues with people using the city parks as their own personal parking lots. In some instances, vehicles have been parked overnight in parks and in others some are parked there for months on end. The biggest issue is in those parks located adjacent to or near apartment complexes. Residents and visitors of those complexes use the park lots as additional

parking lots. After meetings with representatives from Public Works and Police, staff is recommending that no parking be allowed on any park property between the hours of 10:00 p.m. to 5:00 a.m. unless otherwise authorized. This is consistent with the proposed new park hours. Signs will be posted in each park to notify citizens that if they park there beyond the park hours their vehicle may be towed.

The proposed ordinance was discussed at a December 2015 work session and Council was generally in favor of the changes. There was some concern from the Council regarding people “passing through the park” outside the park hours. After further discussion with police department, Staff would suggest keeping the ordinance as proposed without an exception for those “passing through the park.” Enforcement of an ordinance like that would be difficult. In addition no neighboring ordinances address anything like that and simply state the hours.

RECOMMENDATION

Introduce ordinance on the changes regarding park hours and overnight parking.

Attachments

Park Hours Ordinance

ORDINANCE NO.

AN ORDINANCE REVISING OVERNIGHT PARKING
AND HOURS AND THEREBY AMENDING
REVISED CITY CODE – 1982 SECTIONS 10-407(3), 10-422 AND 10-425(1)

The City of Coon Rapids does ordain:

Section 1. Revised City Code – 1982 Section 10-407(3) is hereby amended as follows:

(deletions in brackets, additions double underlined)

10-407 Parking. No person in a park shall:

(3) [~~Night Parking. Leave a vehicle standing or parked at night without lights clearly visible for at least 75 feet from both front and rear on any driveway or road area except legally established parking areas.~~] Overnight Parking. Park a vehicle on any park property between the hours of 10:00 p.m. and 5:00 a.m. unless authorized to do so by an after hours permit.

Section 2. Revised City Code – 1982 Section 10-422 is hereby amended as follows:

(deletions in brackets, additions double underlined)

10-422 Hours. [~~Except for unusual and unforeseen emergencies, community parks, athletic complexes and parks with lighted tennis courts shall be open to the public every day of the year during the hours of 5:00 a.m. to 12:00 midnight. Neighborhood parks shall be open to the public everyday of the year during the hours of 5:00 a.m. to 10:00 p.m. The opening and closing hours for each individual park shall be posted therein for public information.~~ No person, except authorized personnel, or persons participating in events conducted under an after hours permit issued by the City shall be in or remain in a public park in the City between the hours of 10:00 p.m. and 5:00 a.m. A permit for use of the park during other than the above hours may be obtained in accordance with City Code Section 10-425 through 10-428.

Between May 1, and October 31, of each year no person, except authorized personnel, or persons participating in events conducted under an after hours permit issued by the City shall be in or remain in the following parks between the hours of 11:00p.m. and 5:00 a.m.: Al Flynn, Aspen, Riverview, Sand Creek, Wintercrest and the Soccer Complex.

Section 3. Revised City Code – 1982 Section 10-425(1) is hereby amended as follows:

(deletions in brackets, additions double underlined)

10-425 Permits Required

(1) After Hours Permit. A permit shall be obtained from the Public [~~Services~~]Works Director for use of the park between the hours of [~~12:00 midnight~~] 10:00 p.m. and 5:00 a.m

Introduced this 21st day of June, 2016.

Adopted this ____ day of _____, 2016.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

17.

Meeting Date: 06/21/2016

Subject: Consider Introduction of Ordinance Regulating Predatory Offenders Residency

From: Matt Stemwedel, City Manager

INTRODUCTION

The City Council is asked to introduce an ordinance that would regulate the housing location options of certain predatory offenders.

DISCUSSION

City staff has developed an ordinance that would restrict the possible housing options for Level III predatory offenders. In short, this ordinance would not allow a Level III predatory offender to live within 2,000 feet of a school, public park or licensed daycare. In addition, the ordinance would prohibit a Level III predatory offender from establishing a residence within 2,000 feet of the permanent residence of another designated predatory offender. Several exceptions to the 2,000 foot limit are contained within the ordinance, including:

- A Level III offender that is already living in the City at the time the ordinance goes into effect.
- A Level III offender who is a minor or committed the offense as a minor.
- A Level III offender who lives with their spouse, parents, or siblings.
- A Level III offender who lives in a residence owned by the MN Department of Corrections..
- If a Level III offender is already at a residence when a new school, park or daycare is opened within the 2,000 foot limit.

RECOMMENDATION

The City Council is asked to introduce an ordinance that would regulate predatory offenders.

Attachments

Residency Ordinance

ORDINANCE NO.

**AN ORDINANCE REGULATING THE RESIDENCY OF CERTAIN PREDATORY
OFFENDERS THEREBY AMENDING
REVISED CITY CODE - 1982 BY ADDING CHAPTER 8-1700,
PREDATORY OFFENDERS RESIDENCY**

The City of Coon Rapids does ordain:

Section 1. Revised City Code - 1982 is hereby amended by adding Chapter 8-1700,

Predatory Offenders Residency as follows: (additions double underlined)

1CITY OF COON RAPIDS, MINNESOTA

CHAPTER 8-1700

PREDATORY OFFENDERS RESIDENCY

8-1701 Purpose: Repeat predatory offenders, predatory offenders who use physical violence, and predatory offenders who prey on children are predators who present an extreme threat to the public safety. Predatory offenders are very likely to use physical violence and to repeat their offenses. Most predatory offenders commit many offenses, have many more victims than are ever reported, and are prosecuted for only a fraction of their crimes. This makes the cost of predatory offender victimization to society at large, while incalculable, exorbitant. It is the intent of this Chapter to serve the City's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the Coon Rapids by creating areas around locations where children regularly congregate in concentrated numbers wherein certain predatory offenders are prohibited from establishing Temporary or Permanent Residence.

8-1702 Definitions. Words used in this Chapter shall have the following meanings unless otherwise defined in this Chapter.

(1) "Designated Predatory Offender" means any person that has been categorized as a level III sex offender under Minnesota statute 244.052 or successor statute or who has been categorized as a level II sex offender under Minnesota Statute 244.052 in which the victim of the offense was less than 16 years of age, or a similar statute from another states in which that persons risk assessment indicates a high level of re-offense.

(2) "Licensed Daycare" means a group child care facility currently licensed by Anoka County.

(3) "Permanent Residence" means a place where the person abides, lodges, or resides for 14 or more consecutive days.

(4) "Public Playground" means a City or Anoka County owned area designed, equipped, and set aside for children's play and includes in that area such facilities as play equipment, surfacing, fencing, signs, internal pathways, internal land forms, vegetation and related structures.

(5) "School" means a public or nonpublic elementary or secondary school.

(6) "Temporary Residence" means a place where the person abides, lodges, or resides for a

period of 14 or more days in the aggregate during any calendar year and which is not the person's permanent address, or a place where the person routinely abides, lodges, or resides for a period of four or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

8-1703 Prohibited Location of Residence. It is unlawful for any Designated Predatory Offender to establish a Permanent Residence or Temporary Residence:

- (1) Within 2,000 feet of any School, Licensed Daycare, or Public Playground.
- (2) Within 2,000 feet of the Permanent Residence of another Designated Predatory Offender.

8-1704 Measurement of Distance.

(1) For purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the Permanent Residence or Temporary Residence to the nearest outer property line of a School, Daycare Center, Public Playground.

(2) The city clerk shall maintain an official map showing prohibited locations as defined by this chapter. The clerk shall update the map at least annually to reflect any changes in the location of prohibited zones.

8-1705 Exceptions. A Designated Predatory Offender residing within a prohibited area as described in 8-1703 of this Chapter does not commit a violation of this Chapter if any of the following applies:

(1) The person established the Permanent Residence or Temporary Residence and reported and registered the residence pursuant to Minnesota statutes sections 243.166, 243.167, or successor statute, prior to July 23, 2016.

(2) The person was a minor when he/she committed the offense and was not convicted as an adult.

(3) The person is a minor.

(4) The School or Daycare Center within 2,000 of the person's Permanent Residence was opened after the person established the Permanent Residence or Temporary residence and reported and registered the residence pursuant to Minnesota statutes section 243.166 or 243.167.

(5) The residence is also the primary residence of the person's parents, siblings or spouse.

(6) The residence is a property owned or leased by the Minnesota Department of Corrections prior to July 23, 2016.

8-1706 Penalty: Any person violating any provision of this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished with a fine up to \$1000 or up to 90 days in jail or both. Each day a person maintains a residence in violation of this chapter constitutes a separate violation.

8-1707 Severability: Should any section, subdivision, clause or other provision of this chapter be held to be invalid by any court of competent jurisdiction, such decision shall not affect the validity of this chapter as a whole, or of any part thereof, other than the part held to be invalid.

Introduced this ____ day of _____, 2016.

Adopted this ____ day of _____, 2016_____

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk