



CITY COUNCIL AGENDA
Tuesday, August 16, 2016
7:00 p.m.
Coon Rapids City Center
Council Chambers

Call to Order

Pledge of Allegiance

Roll Call

Adopt Agenda

Proclamations/Presentations

Approval of Minutes of Previous Meeting

1. Approve August 3, 2016 Minutes

Consent Agenda

2. Approve Temporary On-Sale Strong Beer and Wine Liquor License for Catholic Watchman Rally at Epiphany Church
3. Approve Temporary On-Sale Strong Beer and Wine Liquor License for Blue Lives Matter at American Legion Post 334
4. Approve Change Order and Final payment for Project 16-7, 2016 Well Rehabilitation Program
5. Adopt Resolutions 16-86, 16-87, and 16-88 Levy of Misc. 2016(2) Appealed Assessments

Public Hearing

Bid Openings and Contract Awards

Old Business

6. Consider Adoption of Ordinance 2174, An Ordinance Revising the Compliance Date Extension for a Citation

New Business

7. Consider Introduction of an Ordinance to Create Misdemeanor Penalty for Failure to Have Rabies Vaccination
8. Consider Introduction of an Ordinance Restricting Parking on Crooked Lake Boulevard Service Road
9. Consider Introduction of an Ordinance Restricting Parking on 105th Lane NW and Kumquat Street NW
10. Consider Introduction of an Ordinance Restricting Parking on 114th Avenue NW and Magnolia Street NW
11. Consider Resolution 16-89 Establishing 2016-2017 Coon Rapids Ice Center Rental Rates
12. Consider Approval of 2016-2017 Coon Rapids Ice Center User Contracts and Fee Structure

Open Mic/Public Comment

Reports on Previous Open Mic

13. Response to Open Mic Comment: Diane Marshall Regarding Creekside Estates
14. Response to Open Mic Comment: Bob Krahn Regarding Property at 12097 Ilex Street NW

Other Business

Adjourn



City Council Regular

1.

Meeting Date: 08/16/2016

SUBJECT: Approve August 3, 2016 Minutes

Attachments

August 3, 2016 Minutes

UNAPPROVED

COON RAPIDS CITY COUNCIL MEETING MINUTES OF AUGUST 3, 2016

CALL TO ORDER

The first regular meeting of the Coon Rapids City Council for the month of August was called to order by Mayor Jerry Koch at 7:00 p.m. on Wednesday, August 3, 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, Jennifer Geisler, Brad Johnson and Steve Wells

Members Absent: Councilmember Wade Demmer

ADOPT AGENDA

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT THE AGENDA AS AMENDED, ADDING AN ADDENDUM TO THE CONSENT AGENDA. THE MOTION PASSED UNANIMOUSLY.

PROCLAMATIONS/PRESENTATIONS

None.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

1. JULY 19, 2016, CITY COUNCIL MINUTES

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER JOHNSON, FOR APPROVAL OF THE MINUTES OF THE JULY 19, 2016, COUNCIL MEETING. THE MOTION PASSED UNANIMOUSLY.

CONSENT AGENDA/INFORMATIONAL BUSINESS

- 2A. APPROVE A TEMPORARY ON-SALE INTOXICATING LIQUOR LICENSE FOR STRONG BEER AND WINE FOR THE AMERICAN LEGION POST #334 FOR THEIR ANNUAL MEMBER PICNIC ON AUGUST 6, 2016
2. ADOPT RESOLUTION 16-81, AMENDING BUDGET FOR RECYCLING CENTER TO ALLOW PURCHASE OF TWO PAPER SHREDDERS
3. APPROVE SPECIAL ASSESSMENT AND WAIVER AGREEMENT WITH ANOKA HENNEPIN SCHOOL DISTRICT #11
4. ADOPT RESOLUTION 16-83, ESTABLISHING HEARING DATE ON IMPOSITION OF FEES – CREEK MEADOWS II OWNERS ASSOCIATION HOUSING IMPROVEMENT AREA

Mayor Koch requested further information regarding the two paper shredders. Public Works Director Himmer stated by purchasing the additional shredders staff was hoping to spread out the shredding work to eliminate delays. He noted that paper shredding would now be offered during normal business hours. He explained the funds for the two shredders were provided by an Anoka County SCORE grant.

Councilmember Manning anticipated the two shredders would pay for themselves in the near future. Public Works Director Himmer agreed.

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

PUBLIC HEARING

None.

BID OPENINGS AND CONTRACT AWARDS

None.

OLD BUSINESS

None.

NEW BUSINESS

5. CONSIDER RESOLUTION 16-84, ACCEPTING DONATION FROM COON RAPIDS ATHLETIC ASSOCIATION FOR CONSTRUCTION LABOR AT SAND CREEK PARK AND APPROVE AGREEMENT
-

The Staff report was shared with Council.

Mayor Koch questioned if the City had any liability for the work that would be completed. Public Works Director Himmer reported this issue was addressed in the agreement.

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT RESOLUTION NO. 16-84 TO ACCEPT THE DONATION FROM COON RAPIDS ATHLETIC ASSOCIATION FOR ALL LABOR NECESSARY TO CONSTRUCT THE CITY'S MAINTENANCE GARAGE AND STORAGE GARAGE AT SAND CREEK PARK; AND AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENT WITH COON RAPIDS ATHLETIC ASSOCIATION FOR CONSTRUCTION AND USE OF THE CITY'S MAINTENANCE GARAGE AND STORAGE GARAGE AT SAND CREEK PARK. THE MOTION PASSED UNANIMOUSLY.

6. PC 16-14: CONSIDER APPROVAL OF ALTERNATIVE EXTERIOR MATERIALS FOR ANOKA COUNTY GUN RANGE STORAGE BUILDING – 13299 HANSON BOULEVARD – CREW 2
-

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER KLINT, TO APPROVE THE REQUEST TO ALLOW AN ALTERNATIVE METAL SIDING BECAUSE IT WOULD BE CONSISTENT WITH THE EXISTING BUILDING AND BETTER INTEGRATE THE BUILDING WITH THE SURROUNDING AREA. THE MOTION PASSED UNANIMOUSLY.

7. PC 16-17: CONSIDER ADOPTION OF ORDINANCE 2173, AN ORDINANCE OPTING OUT OF THE STATE TEMPORARY HEALTH CARE DWELLINGS STATUTE
-

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER MANNING, TO ADOPT ORDINANCE 2173 OPTING-OUT OF THE REQUIREMENTS OF MINNESOTA STATUTES, SECTION 462.3593.

City Attorney Brodie advised the Council was adopting this Ordinance on an emergency basis given the State legislative timeline.

THE MOTION PASSED UNANIMOUSLY.

8. **CONSIDER INTRODUCTION OF ORDINANCE ALLOWING AMENDMENT TO
THE ADMINISTRATIVE CITATION ORDINANCE**

The Staff report was shared with Council.

Councilmember Klint expressed concern with the proposed Ordinance given the fact extensions are offered by the City and citations are not enforced, such as was the case with a property in her neighborhood. Community Development Director Fernelius stated he could follow up with Councilmember Klint regarding the history of the property in her neighborhood. He then reviewed the details behind the proposed Ordinance in further detail with the Council, stating time extension appeals were the main consideration.

City Manager Stemwedel commented the proposed Ordinance would assist in expediting the citation process when compared to the City's current appeal process. He described the financial penalties for failing to remove junk and debris.

Councilmember Johnson believed the new Ordinance would provide staff with extra discretion when administering administrative citations. He fully supported the proposed Ordinance.

Mayor Koch agreed stating staff time would be saved in the long run.

Councilmember Klint was interested in the entire Ordinance being revisited by the Council in order to assist in cleaning up all of the junk properties in the City.

Mayor Koch requested further information on how citations are handled by staff at this time. Community Development Director Fernelius reviewed the citation process and timeline with the Council.

Mayor Koch considered the Ordinance regarding administrative citations to be introduced.

9. **CONSIDER RESOLUTION 16-85, A RESOLUTION OF SUPPORT FOR COON
CREEK WATERSHED DISTRICT HEADQUARTERS PROJECT**

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER MANNING, TO ADOPT RESOLUTION NO. 16-85 SUPPORTING THE PROPOSED DEVELOPMENT OF A NEW HEADQUARTERS BUILDING FOR THE COON CREEK WATERSHED DISTRICT ADJACENT TO THE CLAY HOLE IN AL FLYNN PARK. THE MOTION PASSED UNANIMOUSLY.

OPEN MIC/PUBLIC COMMENT

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

Bob Krahn, 12140 Ilex Street NW, expressed concern with a property adjacent to his home. He understood the property was foreclosed, repurchased and has been converted into a group home. He believed the home was owned by the State of Minnesota and currently had one resident with violent tendencies. He explained that the police and fire have been at this home on four separate occasions in the past month. He described an event that occurred this morning. He was very concerned with what would happen if this individual were to escape the group home. He stated he spoke when one of the police officers this morning along with the group home manager. He encouraged the City to look into this property and assist him in any way possible. He did not believe that a person with violent tendencies should be in a group home within a residential neighborhood, but rather should be in a controlled or locked facility. He was frustrated by the fact the State kept this home purchase quiet and did not notify any of the adjacent homeowners.

Councilmember Manning asked if the State had any notification requirements for group homes. City Manager Stemwedel reported the State does not have to notify the neighbors.

Diane Marshall, 10170 Wintergreen Street NW, stated she was the founder of the Creekside Estate Resident Association. She explained the sheds and sidewalks within her association were in need of repair. She reported that requests had been made to the association manager where she was told this item was in litigation with the City. She asked why the sheds could not be fixed at this time and questioned when the sheds could be fixed.

City Attorney Brodie was advised to respond to Ms. Marshall.

REPORTS ON PREVIOUS OPEN MIC

None.

OTHER BUSINESS

City Manager Stemwedel noted staff met with Ms. Pernell regarding railroad safety issues.

Mayor Koch believed Night to Unite was very successful this year. Police Chief Wise reported the City had 116 community block parties. He encouraged residents to continue to get to know their neighbors in order to keep the community safe.

Councilmember Geisler stated she attended 10 or 11 parties last night and had a great time in the community.

Mayor Koch explained after attending a number of block parties her heard that the public was interested in learning more about the Northstar Commuter project. Other concerns raised surrounded traffic control issues. City Manager Stemwedel reported staff has heard some of these same concerns and may be holding an Open House regarding traffic issues to gather information from the public before moving forward.

Councilmember Johnson was happy to be a part of Night to Unite and was proud of all of the positive comments he received at the block parties he attended.

Councilmember Klint encouraged residents to get out and vote at the Primary on Tuesday, August 9th.

ADJOURN

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER WELLS, TO ADJOURN THE MEETING AT 7:48 P.M. THE MOTION PASSED UNANIMOUSLY.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

2.

Meeting Date: 08/16/2016

Subject: Approve Temporary On-Sale Strong Beer and Wine Liquor License for Catholic Watchman Rally at Epiphany Church

From: Stephanie Lincoln, Deputy City Clerk

INTRODUCTION

Jay Tomaszewski, on behalf of Epiphany Church, 1900 111th Avenue NW, has applied for a temporary on-sale strong beer and wine liquor license to be used at a Catholic Watchman Rally event on September 15, 2016.

DISCUSSION

The appropriate fees have been paid and the Certificate of Insurance for liquor liability is on file, and Mr. Tomaszewski's background investigation is being completed by the Police Department. The issuance of the license is contingent upon a successful background investigation.

The temporary on-sale strong beer and wine liquor license will be valid from 5:00 p.m. to 10:00 p.m. on Thursday, September 15, 2016.

RECOMMENDATION

Council approval of a temporary strong beer and wine liquor license for Epiphany Church for use at Catholic Watchman Rally on September 15, 2016, contingent upon a successful background investigation.



City Council Regular

3.

Meeting Date: 08/16/2016

Subject: Approve Temporary On-Sale Strong Beer and Wine Liquor License for Blue Lives Matter at American Legion Post 334

From: Stephanie Lincoln, Deputy City Clerk

INTRODUCTION

Ervin Eckmann, on behalf of the Coon Rapids American Legion Post 334, 11640 Crooked Lake Blvd NW, has applied for a temporary on-sale strong beer and wine liquor license to be used at the Blue Lives Matter event on September 17, 2016.

DISCUSSION

The appropriate fees have been paid, the Certificate of Insurance for liquor liability is on file, and Mr. Eckmann's background investigation is being completed by the Police Department. The issuance of the license is contingent upon a successful background investigation.

The temporary on-sale strong beer and wine liquor license will be valid from 1:00 p.m. to 9:00 p.m. on Saturday, September 17, 2016.

RECOMMENDATION

Council approval of a temporary strong beer and wine liquor license for Coon Rapids American Legion Post 334 for use at Blue Lives Matter event on September 17, 2016, contingent upon a successful background investigation.



City Council Regular

4.

Meeting Date: 08/16/2016

Subject: Approve Change Order and Final payment for Project 16-7, 2016 Well Rehabilitation Program

Submitted For: Sharon Legg, Finance Director

From: Dianne Nelson, Advanced Accounting Technician

INTRODUCTION

The City Engineer recommends final payment to Bergerson-Caswell, Inc. for Project 16-7, 2016 Well Rehabilitation Program.

DISCUSSION

A summary of Project 16-7 is as follows:

Contract completion date	5/20/16
Substantial completion date	5/10/16
Final completion date	5/20/16

Contract amount	\$453,825.00
Total additions/deletions	(\$99,695.00)
Final contract amount	\$354,130.00
Actual project costs	\$327,200.00
Less: previous payments by City	(\$310,840.01)
Amount due	\$16,359.99
Amount under final contract	(\$26,930.00)

The change order for the project was to adjust the contract amount to reflect the actual work needed versus the bid. All of the above dates and amounts are reasonable and accurate according to the project file. No liquidated damages are recommended.

RECOMMENDATION

Staff recommends approval of change order and final payment to Bergerson-Caswell, Inc. in the amount of \$16,359.99 for Project 16-7, 2016 Well Rehabilitation program.



City Council Regular

5.

Meeting Date: 08/16/2016

Subject: Adopt Resolutions 16-86, 16-87, and 16-88 Levy of Misc. 2016(2) Appealed Assessments

From: Heidi Cederstrand, Assessment Clerk II

INTRODUCTION

Board of Adjustment and Appeals recommendations on contested miscellaneous special assessments are referred to the City Council for adoption.

DISCUSSION

The assessment hearing on miscellaneous assessments was held on June 7, 2016. Property owners objecting to assessments were referred to the Board of Adjustment and Appeals for review on August 4. After the Board of Adjustment and Appeals heard objections, the following recommendations have been made:

Case #	Address/PIN#	Assessment(s)	Board of Adjustment Recommendation
16-10V	Nathaniel Mattson 505 129th Lane NW 12-31-24-31-0007	Citation Penalty-Expired Tabs/Removal & Disposal-\$335	Affirmed \$335
16-11V	Chris Miller & Steven Cashman 11529 Yucca Street NW 17-31-24-22-0021	Citation Penalty-No Rental License-\$335 Citation Penalty-No Rental License-\$635 Citation Penalty-No Rental License-\$635	Affirmed \$1,605
16-12V	Jeffrey Johnson 10640 Hanson Blvd. NW 22-31-24-24-0030	Citation Penalty-Expired Tabs/Removal & Disposal-\$335 Citation Penalty-Exterior Storage-\$335	Affirmed \$670
16-14V	Eric Millette 9866 Ilex Street NW 25-31-24-24-0067	Citation Penalty-No Rental License-\$335	Affirmed \$335
16-15V	Nick Barlett-Freedom Homes 12041 Round Lake Blvd. NW 08-31-24-31-0054	Citation Penalty-No Rental License-\$335	Affirmed \$335
16-16V	Cassandra Johnson/Adam Evans 11417 Round Lake Blvd. NW 17-31-24-24-0005	Citation Penalty-Exterior Siding & Fascia-\$335	Affirmed \$335

16-17V	William & Lilli Homan 10030 Kumquat Street NW 25-31-24-21-0010	Citation Penalty-Exterior Storage-\$335 Citation Penalty-Expired Tabs/Removal & Disposal-\$335 Citation Penalty-Expired Tabs/Removal & Disposal-\$1,235 Citation Penalty-Expired Tabs/Removal & Disposal-\$2,435 Citation Penalty-Expired Tabs/Removal & Disposal-\$635	Affirmed \$4,975
16-18V	Danielle/Brandon Patterson 13194 Yukon Street NW 04-31-24-11-0058	Citation Penalty-Parking Off Pavement-\$335	Affirmed \$335
16-19V	Sherry Deshaw-Deboer 12032 Crocus Street NW 09-31-24-42-0052	Citation Penalty-Expired Tabs/Removal & Disposal-\$335 Citation Penalty-Expired Tabs/Removal & Disposal-\$335	Affirmed \$670
16-20V	Geraldine Nelson 13165 Orchid Street NW 05-31-24-11-0060	Citation Penalty-Garbage/Recycling Containers-\$335 to \$0 Citation Penalty-Garbage/Recycling Containers-\$335 to \$0	Removed
16-21V	Valerie Gustafson 11442 Osage Street NW 15-31-24-24-0106	Citation Penalty-Exterior Storage-\$335	Affirmed \$335
16-22V	Darlene Revell-Blue 249 102nd Lane NW 24-31-24-42-0081	Citation Penalty-Exterior Storage-\$335	Affirmed \$335
16-23V	John & Bridget Ruff 11757 Wren Street NW 09-31-24-44-0090	Citation Penalty-Exterior Storage-\$335 to \$0	Removed
16-24V	Michael Moriarty 3931 Coon Rapids Blvd. NW 08-31-24-33-0016	Citation Penalty-Tenant Background Checks & Roster-\$15,535 to \$7,785	Reduced to \$7,785

Please refer to the August 4, 2016 Board packet for appeal letters. For information concerning that agenda, please contact the City Clerk. An assessment fee of \$35.00 has been included in the recommended totals above. **An updated amount will be distributed on August 16 and affected resolutions will be completed at that time.**

RECOMMENDATION

The Board of Adjustment and Appeals recommends adoption of Resolutions 16-86, 16-87 and 16-88 adopting 2016(2) Miscellaneous Special Assessments (contested miscellaneous assessments-one year, three-year and five-year).

Attachments

MISC. 2016 (2) Appealed 1-Year

MISC. 2016(2) Appealed 3-Year

MISC. 2016(2) Appealed 5-Year

RESOLUTION NO. 16-86

**RESOLUTION ADOPTING 2016 (2) CONTESTED MISCELLANEOUS ASSESSMENTS
(ONE YEAR)**

WHEREAS, pursuant to property notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed assessment for the nonpayment of invoices; and

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

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

1. Such proposed assessment, a copy of which is attached hereto and made a part thereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessments shall become payable in annual installments, commencing with the first Monday in January 2017, and shall bear interest at the rate of 1.23% per annum from the date of the adoption of this assessment resolution. To the installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2017. The total amount of the one-year assessment is \$.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the Director of the Anoka County Records and Taxation Division (but no later than November 14, 2016), pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution. He/she may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued through the date of payment. However, such payment must be made no later than November 14 or interest will be charged through December 31 of the next succeeding year.

4. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Property Records and Taxation Division to be extended on the proper tax lists of the County, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the Coon Rapids City Council this 16th day of August 2016.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk

RESOLUTION NO. 16-87

**RESOLUTION ADOPTING 2016 (2) CONTESTED MISCELLANEOUS ASSESSMENTS
(THREE YEAR)**

WHEREAS, pursuant to property notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed assessment for the nonpayment of invoices; and

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

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

1. Such proposed assessment, a copy of which is attached hereto and made a part thereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessments shall become payable in annual installments, commencing with the first Monday in January 2017, and shall bear interest at the rate of 1.77% per annum from the date of the adoption of this assessment resolution. To the installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2017. The total amount of the three-year assessment is \$.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the Director of the Anoka County Records and Taxation Division (but no later than November 14, 2016), pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution. He/she may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued through the date of payment. However, such payment must be made no later than November 14 or interest will be charged through December 31 of the next succeeding year.

4. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Property Records and Taxation Division to be extended on the proper tax lists of the County, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the Coon Rapids City Council this 16th day of August 2016.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk

RESOLUTION NO. 16-88

**RESOLUTION ADOPTING 2016 (2) CONTESTED MISCELLANEOUS ASSESSMENTS
(FIVE YEAR)**

WHEREAS, pursuant to property notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed assessment for the nonpayment of invoices; and

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

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

1. Such proposed assessment, a copy of which is attached hereto and made a part thereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessments shall become payable in annual installments, commencing with the first Monday in January 2017, and shall bear interest at the rate of 1.88% per annum from the date of the adoption of this assessment resolution. To the installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2017. The total amount of the five-year assessment is \$.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the Director of the Anoka County Records and Taxation Division (but no later than November 14, 2016), pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution. He/she may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued through the date of payment. However, such payment must be made no later than November 14 or interest will be charged through December 31 of the next succeeding year.

4. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Property Records and Taxation Division to be extended on the proper tax lists of the County, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the Coon Rapids City Council this 16th day of August 2016.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

6.

Meeting Date: 08/16/2016

Subject: Consider Adoption of Ordinance 2174, An Ordinance Revising the Compliance Date Extension for a Citation

From: Kristin DeGrande, Neighborhood Coordinator

INTRODUCTION

The Administrative Citation Ordinance was adopted in April 2011. The code currently allows for a city official to extend a property owner's compliance date up to 30 days following the date the citation was issued. The proposed amendment would increase that time allowance from 30 days to 90 days.

DISCUSSION

The Administrative Citation Ordinance (City Code Section 2-1105) is the primary tool the City uses to enforce City Code, especially in terms of property maintenance conditions. The City annually issues approximately 2,000 such administrative citations. The code states that compliance dates assigned must be at least 7 days and no longer than 30 days from the date a citation is issued but property owners sometimes need more time to comply and they request a time extension.

Currently, the time extension requests submitted for up to 30 days can be granted immediately by the inspector who issued the citation. In this scenario, the inspector accepts the time extension request from the property owner, answers any questions they may have, discusses the plan to comply, and prepares the time extension agreement which both the inspector and the property owner sign formalizing the new compliance date. Typically, this all occurs during one visit to City Hall.

If a request is submitted for a time extension longer than 30 days, the inspector does not have the authority to approve this request according to City Code Section 2-1105(2), and instead, the request is forwarded to the City's internal hearing officer. In this scenario, the inspector who issued the citation provides all of the documentation and photos regarding the violation and resulting citation to the hearing officer for their review and consideration. After the information has been reviewed, the hearing officer contacts the property owner to schedule a hearing when they would come in to City Hall where the request is discussed, and is either approved or denied and then formalized into an agreement which both parties sign. This process is much more time consuming and cumbersome than the process needed for the shorter time extension requests for both City staff as well as the property owner. At least half of the time extension requests submitted to the hearing officer are for fewer than 90 days.

City Code does not place limits on the length of time a property owner can request or receive for a time extension. A majority of the requests are for 90 days or less, but there are also some requests for a year or more. Of course, just because a time extension is requested does not mean that they are all approved as submitted. The City inspector and/or the hearing officer take each request into consideration before granting a decision and determine if a reasonable plan for remedying the violation exists. As an example, a six month extension would not be granted for removing a couch from someone's front yard.

In order to improve the efficiency of processing time extension requests while also reducing the inconvenience for property owners to request and receive the time they need to bring their own properties into compliance, it is proposed to allow inspectors the authority to approve time extension requests up to 90 days.

RECOMMENDATION

It is recommended the City Council approve the ordinance revising the amount of time a city official can extend a compliance deadline for a citation and thereby amending revised City Code Section 2-1105(2).

Attachments

Proposed Code Change

ORDINANCE NO. 2174

**AN ORDINANCE REVISING THE COMPLIANCE DATE EXTENTION FOR
A CITATION AND THEREBY AMENDING
REVISED CITY CODE – 1982 SECTION 2-1105(2)**

The City of Coon Rapids does ordain:

Section 1. Revised City Code – 1982 Section 2-1105(2) is hereby amended as follows:

(deletions in brackets, additions double underlined)

2-1105 Citation; Authorization to Issue and Contents.

(2) Contents of Citation. The citation must state the date, time, and nature of the offense, the identity of the person issuing the citation, the amount of the scheduled fine, the manner of paying the fine or appealing the citation, a date by which the fine must be paid, a compliance date, if any, and the manner and time for taking an appeal. If a compliance date is given, the citation must state the action that must be taken to achieve compliance. Any compliance date must be not less than seven nor more than 30 days following the date the citation is issued. The compliance date may be extended by the city official who issued the citation up to [~~30~~] 90 days following the date of the citation upon a determination by the city official that a reasonable plan for remedying the violation exists. The plan must be agreed to in writing by the owner of the property for an extension to be granted. The citation may include a date, range of dates, or number of days following the compliance date on which abatement of the violation will occur. If the citation further includes a conspicuous notice that abatement will occur without further warning and, in the case of property violations, with assessments of the costs therefor to the subject property, unless an appeal is taken or compliance is achieved before the compliance date, no further notice is necessary prior to the entry on the property by City officials or their agents and assignees to abate the violation and assess the costs of abatement to the property.

Introduced this 3rd day of August, 2016.

Adopted this 16th day of August, 2016.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

7.

Meeting Date: 08/16/2016

Subject: Consider Introduction of an Ordinance to Create Misdemeanor Penalty for Failure to Have Rabies Vaccination

Submitted For: David Brodie, City Attorney

From: Douglas Johnson, Assistant City Attorney

INTRODUCTION

Council is asked to introduce an ordinance that would allow for criminal penalties if a dog is found not to be currently vaccinated.

DISCUSSION

Under our current code, dogs must have rabies vaccination to be licensed in the City. Dogs found not to be vaccinated, whether licensed or not, are subject to impoundment under Section 6-115(2). We recently learned our animal control officers were using that section to cite a dog's owner if it was learned the dog was not currently vaccinated. We examined the code and found it did not provide for a criminal penalty for fail to vaccinate. Although we could cite for failing to have a City dog license in most cases, in some case the dog does has a license, which leaves us with no penalty. To correct this oversight, we are proposing to add a sentence to the above provision to allow us to cite any dog owner whose dog does not have current rabies vaccination.

RECOMMENDATION

Staff recommends the Council introduce the attached ordinance.

Attachments

Criminal Penalties if a Dog is not Vaccination

ORDINANCE NO.

**AN ORDINANCE REVISING TO ALLOW FOR CRIMINAL PENALTIES
IF A DOG IS NOT VACCINATED AND THEREBY AMENDING
REVISED CITY CODE – 1982 SECTION 6-115(2)**

The City of Coon Rapids does ordain:

Section 1. Revised City Code – 1982 Section 6-115(2) is hereby amended as follows:

(deletions in brackets, additions double underlined)

6-115 Rabies Vaccination.

(2) Any dog found not to be currently vaccinated against rabies shall be subject to immediate impoundment, and its owner or any person who claims the animal shall pay, in addition to the fees and charges authorized in Section 6-105, the actual cost of rabies vaccination administered the animal by or at the direction of the City's agent. In addition, the owner is guilty of a misdemeanor.

Introduced this 16th day of August, 2016.

Adopted this ____ day of _____, 2016.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

8.

Meeting Date: 08/16/2016

Subject: Consider Introduction of an Ordinance Restricting Parking on Crooked Lake Boulevard Service Road

Submitted For: Tim Himmer, Public Works Director

From: Sarah Greene, Administrative Assistant II

INTRODUCTION

Staff is requesting the City Council introduce a no parking ordinance on the east side of the Crooked Lake Boulevard service road from 119th Avenue NW to 121st Avenue NW.

DISCUSSION

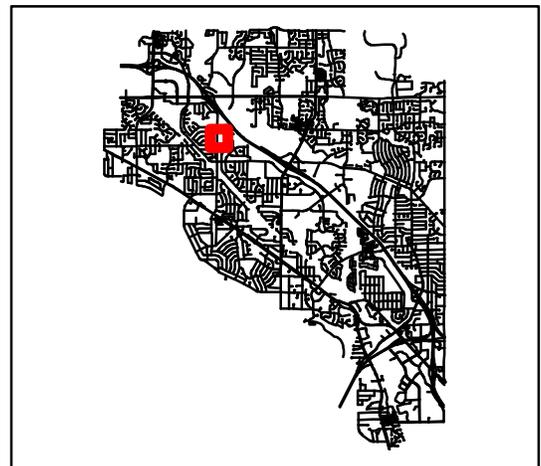
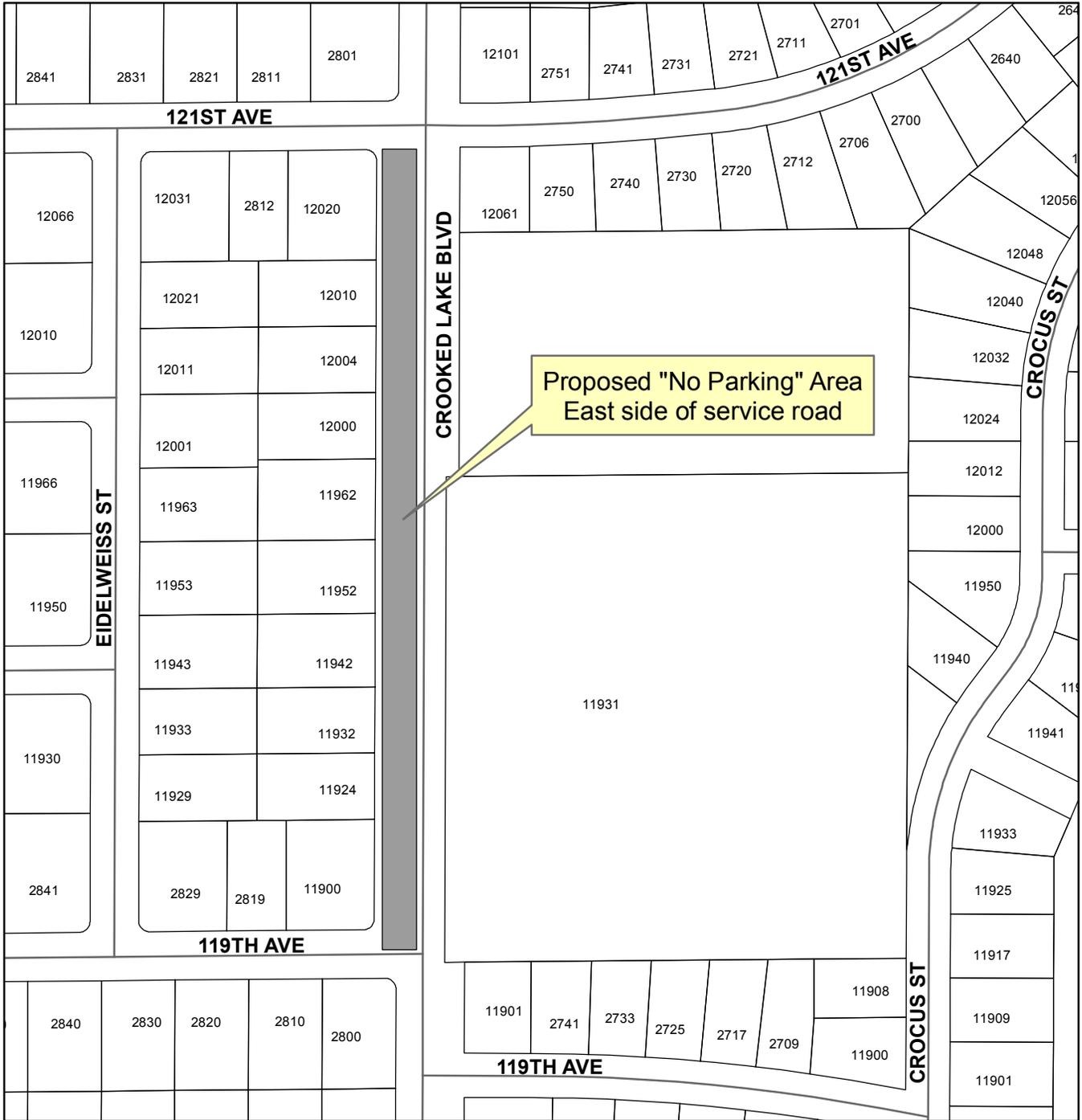
This proposal came about due to resident concerns regarding on-street parking in the area - presumably overflow from Morris Bye Elementary. The Traffic Review Committee reviewed the area on July 12, 2016. On July 26, City staff sent a letter to residents along the Crooked Lake Boulevard service road requesting feedback regarding the placement of No Parking signs along the west (home) side of the Crooked Lake Boulevard service road between 119th Avenue NW and 121st Avenue NW. Signs would be considered only during business hours, Monday through Friday, throughout the regularly scheduled school year (per Anoka-Hennepin School District).

Staff received a number of varied responses from residents. The majority of residents were against parking on the west (home) side of the road, but suggested several alternatives, including no parking on the east side. Several residents were in favor of no parking on both sides of the road. After considering all comments and observations, staff's revised recommendation is to post permanent (24-hour, year round) no parking signs on the EAST (northbound) side of the Crooked Lake Boulevard service road from 119th Avenue NW to 121st Avenue NW. This would alleviate concerns regarding events held outside regular school hours and further prohibit parking across from driveway entrances.

A follow-up letter stating such was sent to residents in the area on August 8.

RECOMMENDATION

Staff recommends the City Council introduce an ordinance restricting parking on the east side of the Crooked Lake Boulevard service road from 119th Avenue NW to 121st Avenue NW.



ORDINANCE NO.

**AN ORDINANCE RESTRICTING PARKING ON THE EAST SIDE
OF THE CROOKED LAKE BOULEVARD SERVICE ROAD
FROM 119TH AVENUE NW TO 121ST AVENUE NW**

The City of Coon Rapids does ordain:

Section 1. There is hereby established a parking restriction on the east side of the Crooked Lake Boulevard service road from 119th Avenue NW to 121st Avenue NW.

Section 2. The Public Works Director is authorized and directed to install appropriate signs to effectuate the purpose of this ordinance.

Introduced on the 16th day of August, 2016.

Adopted on the _____ day of _____, 20____.

Jerry Koch, Mayor

ATTEST:

City Clerk



City Council Regular

9.

Meeting Date: 08/16/2016

Subject: Consider Introduction of an Ordinance Restricting Parking on 105th Lane NW and Kumquat Street NW

Submitted For: Tim Himmer, Public Works Director

From: Sarah Greene, Administrative Assistant II

INTRODUCTION

Staff is requesting the City Council introduce a no parking ordinance on both sides of the street at the intersection of 105th Lane NW and Kumquat Street NW.

DISCUSSION

This proposal came about from the Streets Supervisor regarding on-street parking in the area. The Traffic Review Committee reviewed the area on May 31, 2016. On June 16, City staff sent a letter to residents requesting feedback regarding the placement of No Parking signs on both sides of the street from the southwest corner of the intersection to a distance of 150 feet north and east.

Staff received one resident response on the matter, in favor of the parking restrictions.

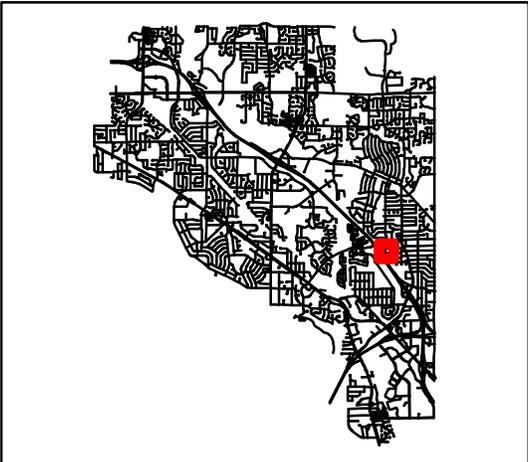
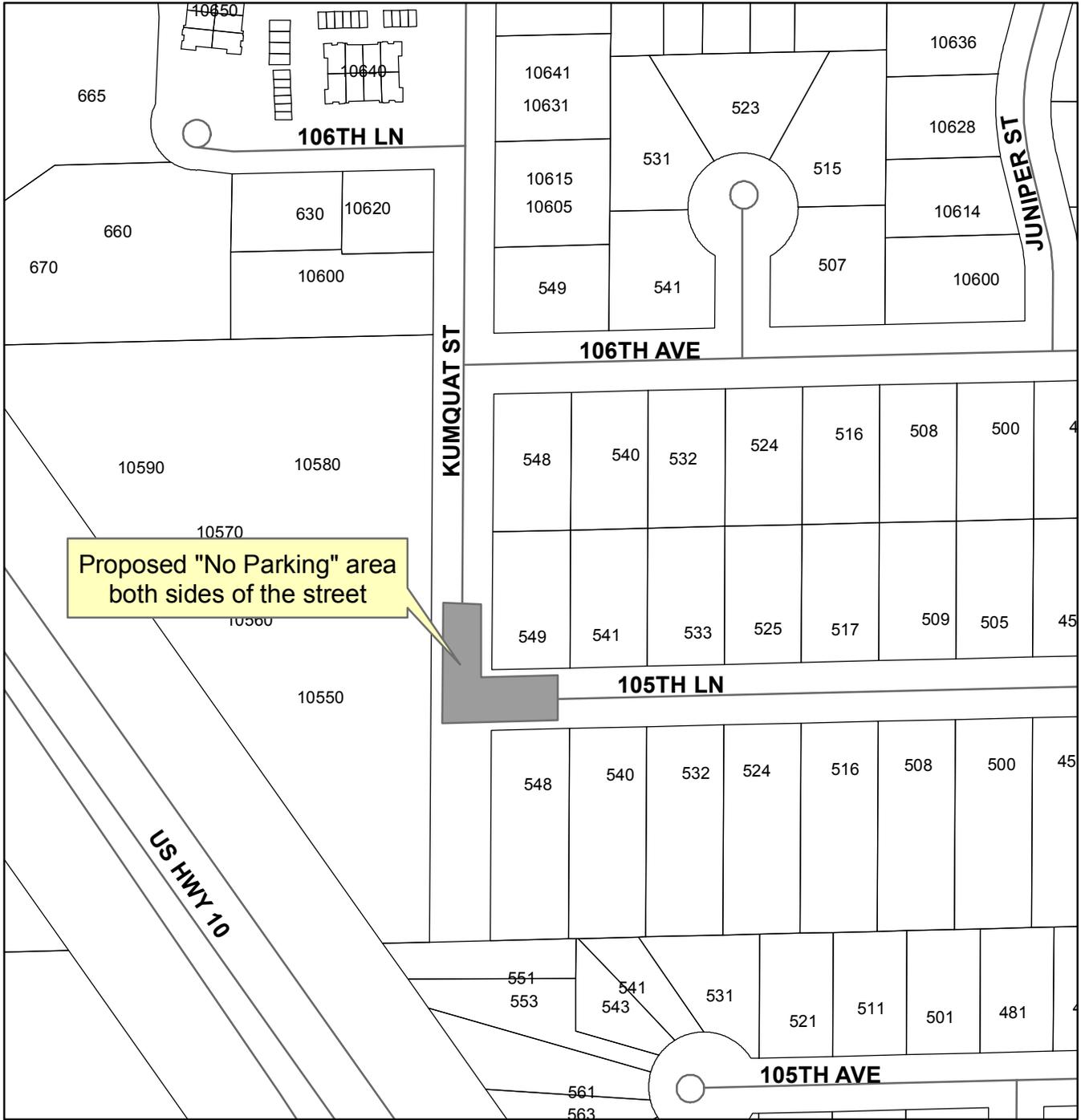
A follow-up letter stating such was sent to residents in the area on July 21. Staff received no objections or comments from area residents based on the follow-up letter.

RECOMMENDATION

Staff recommends the City Council introduce an ordinance restricting parking at the intersection of Kumquat Street NW and 105th Lane NW on both sides of the street from the southwest corner of the intersection to a distance of 150 feet north and east.

Attachments

Layout
Ordinance



ORDINANCE NO.

**AN ORDINANCE RESTRICTING PARKING ON BOTH SIDES OF
KUMQUAT STREET NW AND 105TH LANE NW FROM THE
SOUTHWEST CORNER OF THE INTERSECTION TO A
DISTANCE OF 150 FEET NORTH AND EAST**

The City of Coon Rapids does ordain:

Section 1. There is hereby established a parking restriction at the intersection of Kumquat Street NW and 105th Lane NW on both sides of the street from the southwest corner of the intersection to a distance of 150 feet north and east.

Section 2. The Public Works Director is authorized and directed to install appropriate signs to effectuate the purpose of this ordinance.

Introduced on the 16th day of August, 2016.

Adopted on the _____ day of _____, 20____.

Jerry Koch, Mayor

ATTEST:

City Clerk



City Council Regular

10.

Meeting Date: 08/16/2016

Subject: Consider Introduction of an Ordinance Restricting Parking on 114th Avenue NW and Magnolia Street NW

Submitted For: Tim Himmer, Public Works Director

From: Sarah Greene, Administrative Assistant II

INTRODUCTION

Staff is requesting the City Council introduce a no parking ordinance on both sides of the street at the intersection of 114th Avenue NW and Magnolia Street NW.

DISCUSSION

This proposal came about from the Streets Supervisor regarding on-street parking in the area. The Traffic Review Committee reviewed the area on May 31, 2016. On June 16, City staff sent a letter to residents requesting feedback regarding the placement of No Parking signs on both sides of the street from the northwest corner of the intersection to a distance of approximately 250 feet south/southwest and 150 feet east/southeast.

Staff received several resident responses on the matter. A majority of residents indicated they are not in favor of permanently posting No Parking signs, but did indicate they would be in favor of No Parking only during daytime hours (not including Saturday and Sunday). After considering all comments and observations, staff's revised recommendation is to post no Parking signs between the hours of 8 a.m. and 5 p.m., Monday-Friday, at the intersection.

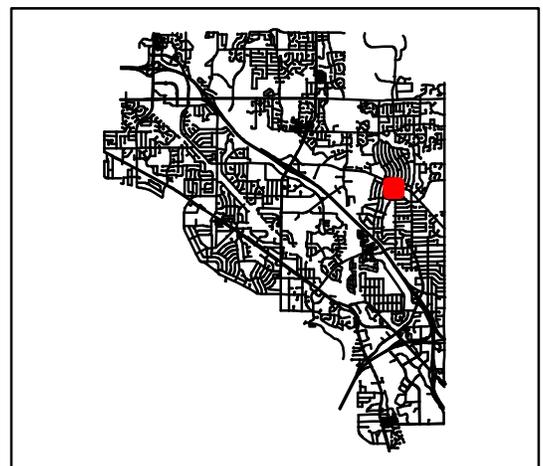
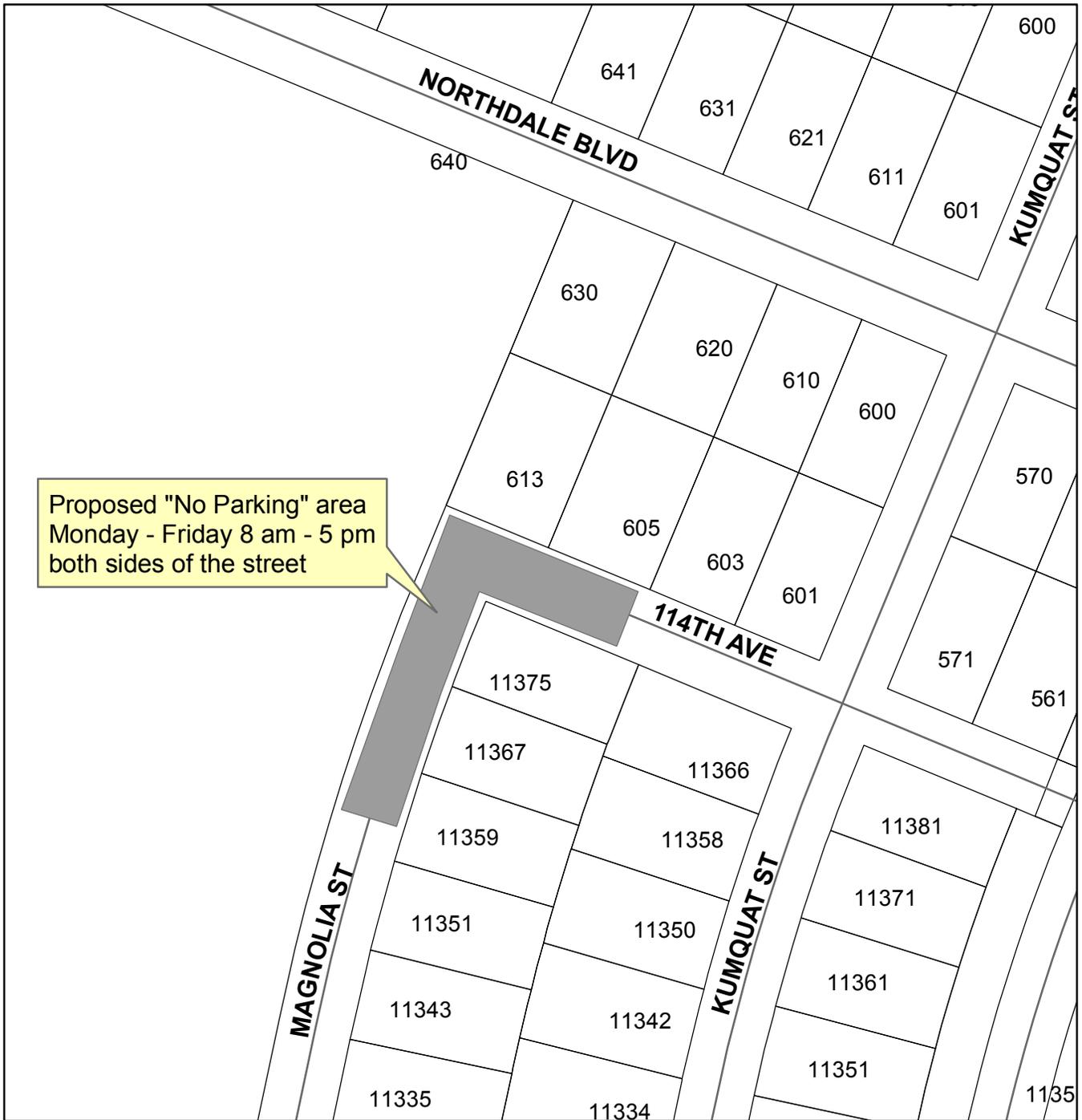
A follow-up letter stating such was sent to residents in the area on July 21. Staff received no objections or comments from area residents based on the follow-up letter.

RECOMMENDATION

Staff recommends the City Council introduce an ordinance restricting parking at the intersection of Magnolia Street NW and 114th Avenue NW on both sides of the street from the northwest corner of the intersection to a distance of approximately 250 feet south/southwest and 150 feet east/southeast, between the hours of 8 a.m. and 5 p.m., Monday-Friday.

Attachments

Layout
Ordinance



ORDINANCE NO.

**AN ORDINANCE RESTRICTING PARKING ON BOTH SIDES OF
114th AVENUE NW AND MAGNOLIA STREET NW
FROM THE NORTHWEST CORNER OF THE INTERSECTION
TO A DISTANCE OF 250 FEET SOUTH AND 150 FEET EAST
MONDAY THROUGH FRIDAY FROM 8 A.M. TO 5 P.M.**

The City of Coon Rapids does ordain:

Section 1. There is hereby established a parking restriction between the hours of 8 a.m. and 5 p.m., Monday-Friday, at the intersection of Magnolia Street NW and 114th Avenue NW on both sides of the street from the northwest corner of the intersection to a distance of 250 feet south/southwest and 150 feet east/southeast.

Section 2. The Public Works Director is authorized and directed to install appropriate signs to effectuate the purpose of this ordinance.

Introduced on the 16th day of August, 2016.

Adopted on the _____ day of _____, 20____.

Jerry Koch, Mayor

ATTEST:

City Clerk



City Council Regular

11.

Meeting Date: 08/16/2016

Subject: Consider Resolution 16-89 Establishing 2016-2017 Coon Rapids Ice Center Rental Rates

Submitted For: Tim Himmer, Public Works Director

From: Sarah Greene, Administrative Assistant II

INTRODUCTION

Staff is recommending that the City Council consider the proposed 2016 - 2017 ice rental fees for the Coon Rapids Ice Center.

DISCUSSION

Fees for hourly ice rentals, services and activities were last reviewed and approved by City Council in in July of 2015 prior to the beginning of the 2015-2016 skating season. The attached 2016-2017 Market Study represents the results compiled from surrounding arenas for the upcoming season. A majority of prime season ice fees are not increasing.

In October of 2014, a Winter Non-Prime rate consistent with area arenas was introduced during the months of September to March (M-F before 3:00 PM, with the exception of Anoka Hennepin School District non-school days, and after 10:00 PM every day of the week) to encourage additional facility usage. Spring and Summer rates were combined into one category for consistency among all users from April through August. Council also approved a three-year sequential increase to Coon Rapids Youth Hockey Association’s (CRYHA) Winter Prime and Outdoor Ice rates to align them with what other users are paying. A \$5/hour increase is proposed for Winter Prime rates for CRYHA; the third and final sequential increase discussed in 2014.

The City’s current and proposed hourly ice rental rates are as follows:

	Current	Proposed
Winter Prime (September – March)	\$195	\$195
Winter Prime (September – March) CRYHA	\$190	\$195
Winter Non-Prime (September – March) Off-Peak Hours	\$145	\$150
Spring / Summer (April – August)	\$145	\$150
Outdoor Ice (Public)	\$75	\$80
Outdoor Ice (CRYHA)	\$70	\$75

The above revisions are proposed to position the Ice Center competitively with local hourly rates. Staff believes these revisions are justified to remain competitive with other area arenas, keep us consistent with other area association and arena agreements, maintain our state of the art facility, and to help offset operational costs.

In addition to the recommended hourly ice rental rates, the attached fee structure outlines rates for other services and activities that are conducted at the arena. Beyond hourly ice rental rates, no other adjustments in services or activities are recommended at this time.

RECOMMENDATION

Staff recommends that the City Council approve the proposed 2016-2017 rate structure for the Coon Rapids Ice Center.

Attachments

2016 Ice Rate Market Study
Resolution No. 16-89

COON RAPDIS ICE CENTER RATE - MARKET STUDY

JULY 2016

		CRIC			Proposed		Proposed 2016-2017 rates					
	2012-'13	2013-201	2014-2015	2015-2016	2016-2017	Andover	Anoka	Brklyn Pk	Champlin	Fogerty	Schwans	
Winter	\$190	\$195	\$195	\$195	\$195	\$198	\$190	\$215	\$205	\$165	\$205	
Winter-non prime	xxx	xxx	\$145	\$145	\$150	\$150	\$190		\$160		\$150	
Spring	\$140	\$140	\$145	\$145	\$150	\$150	\$130	\$180	\$160	\$155	\$205	
Summer	\$120	\$145	\$145	\$145	\$150	\$150	\$130		\$160	\$155	\$205	
Local Association	\$175	\$180	\$185	\$190	\$195	\$198	\$165	\$215	\$205	\$165	\$205	
Outdoor Rink	\$75	\$75	\$75	\$75	\$80							
Outdoor Rink-CRYHA	\$60	\$60	\$75	\$75	\$75							
Public Skating												
Adult	\$5	\$5	\$5	\$5	\$5	\$5	N/A	\$4	\$5	\$3	\$4	
Youth & Seniors	\$4	\$4	\$4	\$4	\$4	\$4	NA	\$3	\$4	\$3	\$4	
5 & Under	N/C	N/C	N/C	N/C	N/C	N/C	N/A	N/C	N/C	\$3	\$4	
Family	N/A	N/A	N/A	N/A	N/A	\$20	N/A	\$11		\$7	N/A	
School Groups	\$3	\$3	\$3	\$3	\$3	\$3-4	N/A			N/A	\$5	
ARCC Intramural	\$8	\$8	\$8	\$8	\$8	N/A	N/A	N/A	N/A	N/A	N/A	
Adult Open Hockey	\$7	\$7	\$7	\$7	\$5	\$5	NA	\$7	\$5	N/A	\$5	
Stick & Puck	\$5	\$5	\$5	\$5	\$5	\$5	NA	N/A	N/A	N/A	\$3-4	
5 & Under	N/C	N/C	N/C	N/C	N/C							
Skate Sharpening												
Overnight	\$4	\$4	\$4	\$4	\$4	\$4	\$5	\$4	\$4	N/A	\$4	
Same day	\$5	\$5	\$5	\$5	\$5		N/A	\$4	N/A	3	N/A	
Skate Rental	\$3	\$3	\$3	\$3	\$3	\$3	N/A	\$3	\$3	N/A	\$3	
Lessons/5 & Under	\$2	\$2	\$2	\$2	\$2				N/A			

RESOLUTION 16-89

**A RESOLUTION ESTABLISHING COON RAPIDS
ICE CENTER HOURLY ICE RENTAL FEES**

WHEREAS, the fees and charges for Coon Rapids Ice Center do not currently reflect competitive prices within the metro area; and

WHEREAS, the City Council finds that it is in the best interest of the City for the fees and charges for the Coon Rapids Ice Center to be competitive within the metro area to the extent practical; and

WHEREAS, the City Council further finds that certain fees and charges for Coon Rapids Ice Center should be increased to ensure competitiveness within the metro area; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that effective upon adoption the fees and charges (including sales tax where applicable) for the Coon Rapids Ice Center shall be as follows:

Winter Season 2016-2017 (September 1st through March 31st)..... \$195.00 per hour

Winter Non-Prime 2016-2017 (Monday through Friday before 3 p.m. and after 10 p.m. with the exception of Anoka Hennepin School District non-school days and Saturday and Sunday after 10 p.m.)..... \$150.00 per hour

Spring/Summer Season 2016 (April 1st through August 31st) \$150.00 per hour

Outdoor Rink, Public \$80.00 per hour

Outdoor Rink, CRYHA \$75.00 per hour

Group Discount, Winter Non-Prime and Spring/Summer Hours 10th Hour Free

Adopted by the Coon Rapids City Council this 16th day of August, 2016.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

12.

Meeting Date: 08/16/2016

Subject: Consider Approval of 2016-2017 Coon Rapids Ice Center User Contracts and Fee Structure

Submitted For: Tim Himmer, Public Works Director

From: Sarah Greene, Administrative Assistant II

INTRODUCTION

Staff is requesting that the City Council consider and approve user contracts and fee structure for the Coon Rapids Ice Center 2016-2017 season.

DISCUSSION

The attached user agreements between the City and Anoka-Hennepin Independent School District No. 11 as well as the Coon Rapids Youth Hockey Association are submitted for City Council's consideration. Agreements are consistent with those approved in previous years.

Coon Rapids Ice Center 2016-17 fees for hourly ice rentals were reviewed by the City Council on a separate agenda item. In addition to the approved hourly ice rental rates, the attached fee structure outlines the proposed rates for other services and activities that are conducted at the arena (no additional changes are proposed).

RECOMMENDATION

Staff recommends that the City Council approve the proposed 2016-2017 Coon Rapids Ice Center fee structure and user contracts.

Attachments

ISD 11 Contract
CRYHA Contract
Fee Structure

COON RAPIDS ICE CENTER CONTRACT

This ice facility use agreement is made and entered into this _____ day of _____, 2016 between the City of Coon Rapids, a Minnesota municipal corporation, herein after referred to as (PROVIDER) and the Anoka-Hennepin Independent School District No. 11, a tax exempt entity, herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility known as Coon Rapids Ice Center located at 11000 Crooked Lake Boulevard, Coon Rapids, MN 55433 for the period September 1, 2016 to August 31, 2017.

1. SCHEDULE OF TIME: PROVIDER agrees to make ice time available to the USER at the time and dates shown on the attached ice use schedule for one of USER's high schools. Such schedule may be amended from time to time upon the written agreement of both parties' representatives.

2. RATES: USER agrees to pay the following rates for Ice Center usage:

- a. \$ 195.00 Prime Indoor Ice Hourly Rate
- b. \$ 80.00 Outdoor Ice Hourly Rate
- b. \$ 150.00 Non Prime Hourly Rate
- c. \$ 550.00 Indoor Ice Rental Fee for Games.
- d. \$ 275.00 Outdoor Ice Rental Fee for Games.
- e. \$ 10.00 per ice hour used (Locker Room Cleaning Fee)
(Note: do not include hourly ice charge in the Ice Center rental fee for games. Include the charge for game ice time along with other ice time hourly rate charges)
- f. 35% PROVIDER Share of the proceeds of the Net Gate Receipts.

3. PRIME HOURS: Prime and Non-Prime Hours are described in the attached facility use schedule.

4. SERVICES: PROVIDER agrees to provide a useable ice surface, secure and clean locker facilities, parking facilities and, on the day of games, Ice Center seating for spectators. In addition, on game dates, PROVIDER shall provide appropriate management, ticket seller(s), time/score keeper(s), penalty box attendant(s), Zamboni driver(s) and security personnel as needed and any cleanup/maintenance staff required by PROVIDER. Appropriate staffing will be determined by agreement between the PROVIDER and the high school activity director.

5. LOCKER ROOM CONDITION: User shall be entitled to exclusive use of certain locker rooms as determined by Provider during the term of this agreement. In exchange for exclusive use of the assigned locker rooms USER agrees to keep the locker rooms in a clean, safe and sanitary condition, free of debris, unsightly conditions and unreasonable odor. PROVIDER shall clean the locker rooms and bathrooms on a regular schedule as determined by PROVIDER. PROVIDER will furnish bathroom tissue and paper towels. PROVIDER and USER will conduct a locker room inspection before and after each high school hockey season to evaluate locker room physical conditions. PROVIDER shall have the right to use the locker rooms outside of the high school hockey season, said events will be coordinated with the USER.

6. COON RAPIDS ICE CENTER ACCESS: Keys and/or electronic access cards to the Ice Center and/or locker rooms are the exclusive property of the City of Coon Rapids and will be

issued as deemed necessary by Ice Center management to USER's approved coaches. Keys and/or access cards must be signed for at the beginning of each High School season and returned no later than two weeks after the last day of the season. Keys and/or electronic access cards may not be duplicated by USER or any of USER's coaches or personnel. Duplication of keys and/or electronic access cards or other security breaches may be considered a breach of this agreement and, in addition to other remedies, may result in restriction or loss of after hours access privileges. If PROVIDER determines that a breach of security has resulted due to a violation of this paragraph PROVIDER may change the locks or change electronic access codes to the Ice Center at USER's expense.

7. ANCILLARY USE OF FACILITIES: PROVIDER will allow USER and the USER's hockey booster clubs (Boys and Girls) reasonable access to and use of the Ice Center training and meeting rooms for activities ancillary to the USER's ice hockey activities without charge. Ancillary uses are defined as parent meetings, team meetings when a coach is present, booster club meetings, and booster club-sponsored team meals. PROVIDER will allow USER access to and use of the shooting station without charge as an ancillary use. PROVIDER will allow USER access to Multi-Use Training Room 1 when used independently or in conjunction with Training Room 2 at no charge. Usage must be scheduled with PROVIDER in advance. PROVIDER agrees USER and USER's booster clubs shall have exclusive access to and use of the Graber Skybox without charge for four home hockey games to accommodate parents' and seniors' night activities as an ancillary use. USER and USER's booster club shall have use of appropriate space, as determined by the PROVIDER, without expense to conduct two "youth nights" per season. USER and USER's booster clubs will be allowed to bring food and beverages into the skybox during parents' and seniors' nights but agree not to do so in a manner that competes with PROVIDER's concession stand. Ancillary use of the facilities must be scheduled with PROVIDER in advance. PROVIDER has discretion to assign use of rooms or to modify room assignments to accommodate other priority or paid users. USER agrees to keep the facilities in a clean and orderly condition and in at least as good a condition as existed prior to USER's ancillary use. USER agrees to pay for the actual costs of cleanup as determined by PROVIDER if the PROVIDER determines the ancillary requires additional cleaning services.

8. PAYMENTS AND REMISSION OF GATE RECEIPTS: PROVIDER shall bill USER by submitting an itemized list of hourly practice and game ice usage to the high school which utilized the ice time. In addition, PROVIDER shall submit a full and complete accounting of the total gate receipts received by PROVIDER and pay to the school district an amount equal to the total gate receipts minus the Ice Center rental fee and minus their percentage share of net gate receipts set forth in Section 2e above or, if the gate receipts are less than the Ice Center rental fee, bill USER the amount necessary to cover the Ice Center rental fee. Documentation of the gate receipts will be provided on the attached Gate Receipt Worksheet and will be calculated to include the value of the punch tickets presented at the gate. Upon proper billing and documentation, USER will promptly pay PROVIDER, any required deposits and an amount equal to the number of hours of practice and game ice usage at the rate agreed to. The billing will include Gate Receipt Worksheets for any game(s) conducted during the billing period. If the School's share on the Gate Receipt Worksheet(s) is a positive amount, the PROVIDER shall remit that amount as a payment to the school. If the School's share on the Gate Receipt Worksheet is a negative amount, the PROVIDER shall submit that amount as a bill.

9. CANCELLATIONS: PROVIDER may cancel this agreement for any material default by the USER in the terms of this agreement. PROVIDER may also reschedule the dates or times

of the scheduled ice usage upon five days written notice to the USER. PROVIDER shall not be held responsible for the cancellation of ice time for reasons beyond the reasonable control of PROVIDER, its agents or employees, such as but not limited to equipment failure, loss of power, severe weather or acts beyond PROVIDER'S control. In the event of such an occurrence, PROVIDER will attempt to reschedule USER'S ice times or USER may cancel and promptly receive a return of any fees paid.

10. ASSIGNMENT: If scheduled ice-time cannot be used by the USER, they shall promptly notify the PROVIDER in writing and the PROVIDER will attempt to reassign that time to another group. If the time cannot be assigned to another group, the USER will pay the charged fees for their scheduled time.

11. RULES AND REGULATIONS: USER agrees to use the facilities according to the Rules and Regulations of PROVIDER which will be adopted and posted from time to time within the facility

12. SIGNAGE: USER recognizes that it does not have rights to post any signs without the express written consent of PROVIDER and any signs so consented shall conform to and be consistent with the sign usage policy of PROVIDER.

13. LIABILITY: USER acknowledges that PROVIDER has not asserted or accepted any responsibilities for supervision, security or control of USER'S property or activities. USER shall be solely responsible to provide security for its equipment kept on the premises and shall be solely responsible to provide supervision of its students, staff and spectators, on and off the ice. PROVIDER shall be solely responsible for the actions of its employees, agents and invitees as provided in Article 4.

USER assumes all risks of personal injury arising from its usage of the Ice Center or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is responsible for the repair or replacement of PROVIDER'S property and will invoice the USER for the damages. USER'S obligation shall be to reimburse to PROVIDER the cost of labor and replacement of like-kind and quality equipment.

PROVIDER agrees to indemnify and hold harmless USER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of PROVIDER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of PROVIDER, excluding claims arising from USER'S performance under this agreement. This paragraph shall not act as a waiver of any tort liability caps or legal immunities that may exist to protect the PROVIDER.

USER agrees to indemnify and hold harmless PROVIDER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of USER, its licensees, agents, or employees; or (ii) arising

from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of USER, excluding claims arising from PROVIDER'S performance under this agreement.

INSURANCE: Both USER and PROVIDER shall maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the Ice Center. Such insurance shall be written on an occurrence basis with a combined single limit of not less than \$1,000,000 per occurrence. If the insurance policy is written on a "claims-made basis", the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage.

In addition, both parties shall name the other party as an additional insured with respect to its own operations on said policies of insurance. Both parties will maintain all workers compensation insurance required by law.

THIS CONTRACT AND ANY ATTACHED SCHEDULES OR SIGNED ADDENDUMS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PROVIDER AND USER. THE UNDERSIGNED USER AGREES TO PURCHASE ALL HOURS OUTLINED IN THE ATTACHMENT. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED OR TERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH PROVIDER AND USER.

Dated: _____

USER: ANOKA-HENNEPIN SCHOOL
DISTRICT NO. 11

By: _____

Its: _____

Dated: _____

PROVIDER: CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

Approved as to form:

By: _____
David Brodie, City Attorney

**COON RAPIDS ICE CENTER ICE TIME RENTAL
AND FACILITY USE AGREEMENT -
COON RAPIDS YOUTH HOCKEY ASSOCIATION**

THIS AGREEMENT is made and entered into on this _____ day of _____, 2016 by and between the CITY OF COON RAPIDS, a Minnesota municipal corporation (the "City") located in Anoka County, Minnesota and COON RAPIDS YOUTH HOCKEY ASSOCIATION, a Minnesota non-profit corporation ("CRYHA"), located in Anoka County, Minnesota.

WITNESSETH:

WHEREAS, the City owns and operates the Coon Rapids Ice Center, located at 11100 Crooked Lake Boulevard, Coon Rapids, Minnesota (the "Arena"); and

WHEREAS, CRYHA desires to rent ice time and use portions of the Arena for its youth hockey programs.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

1. Arena Use. The City hereby grants to CRYHA the use of space within the Arena on a nonexclusive basis, according to the terms and conditions hereinafter set forth.
2. Term. The term of this agreement shall commence on September 1, 2016, and end on August 31, 2017.
3. Rent. CRYHA shall pay hourly ice rental fees to the City as follows:
 - a. Ice Fees Indoor.
\$195.00 per hour for the period September 1, 2016 through March 31, 2017 for prime time ice hours. Prime hours are considered Monday-Friday after 3:00 PM and Friday-Sunday before 10:00 PM.
\$150.00 per hour for the period of September 1, 2016 through March 31, 2017 for non-prime ice hours. Non-prime hours are considered Monday-Friday before 3:00 PM and Friday-Sunday after 10:00 PM with the exception of Anoka Hennepin School District non school days whereas the rate would still be considered prime.
\$150.00 per hour for the period April 1, 2017 through August 31, 2017.

- b. Ice Fees Outdoor.
\$75.00 per hour when the outdoor rink is available.

4. Arena Meeting Rooms. CRYHA may schedule the use of available Arena meeting or party rooms without charge for association meetings, tournament administration, team meetings, parent conferences, or other non social business functions. Room reservations must be made through the Arena Manager or his designee prior to the use of the meeting rooms or party rooms. The City reserves the right to deny any reservation request or withdraw any reservation if the City wishes to use the requested meeting or party rooms or if the meeting or party rooms are requested by another Arena user. The City will provide CRYHA with reasonable notice of any reservation denial or reservation withdrawal and will attempt to provide the use of alternate space, if available. The City has sole discretion in granting reservation requests.

5. Office and Storage Space. CRYHA may use Arena Room 210 without charge for office and storage use. The City will furnish one set of office furniture consistent with other Arena furnishings. The City will furnish all utilities except for telephone service. CRYHA may not alter, modify, or paint the room without prior written approval of the Arena Manager. CRYHA must maintain the room and the furnishings in a clean and orderly condition and ensure that the furnishings are well cared for. CRYHA must provide insurance for its personal property and for the property of its players, employees and agents. The City assumes no responsibility for such property and CRYHA agrees to hold the City harmless from any claims for damage, theft or loss of any property referenced in this section.

6. Multipurpose Training Rooms. CRYHA may use Arena Multipurpose Training Room 1(207A) without charge for association training activities. Training room reservations must be made through the Arena Manager or his designee prior to the use of the training room. The City reserves the right to deny any reservation request or withdraw any reservation if the City wishes to use the requested training room or if the training room is requested by another Arena user. CRYHA agrees that it will not allow sticks or pucks to be used in Training Room 1.

CRYHA players, participants and guests must be supervised by an association coach who obtains the room key(s) from front desk Arena staff in accordance with the Arena's room reservation procedure.

7. Shooting Station. CRYHA may use Arena Room 171 for use as a shooting station. Equipment installed by CRYHA must have prior written approval from the Arena Manager. Any CRYHA equipment installed must be removed by CRYHA upon request of the City upon reasonable notice. The City reserves the right to use Room 171 at any time to house the refrigeration equipment for the outdoor skating trail. If the City determines it is necessary to use Room 171 for refrigeration equipment the City will provide CRYHA notice that it must

remove its equipment within 30 days. Notice will be provided to CRYHA in writing to the President or Vice President.

8. Duty of Care. CRYHA agrees that it will use the Arena facilities with due care and in a manner not to cause unnecessary wear on the Arena, Arena facilities and equipment. CRYHA agrees to re-imburse the City for any damage to the Arena, Arena facilities and equipment caused by CRYHA, its members, employees, agents and invitees beyond normal wear and tear.

9. Scheduling of Ice Time. The City will provide CRYHA's ice schedule representative "committed but unspecified" hours of ice through March 2017. These hours must be either utilized by CRYHA or cancelled in accordance with the cancellation policy in section 10 below. Ice times scheduled from April through August must be scheduled through an appointed CRYHA ice scheduler.

The City will grant CRYHA up to 16 hours of free ice time at the CRIC for programs directed at recruitment of beginning players.

10. Ice Time Cancellation. CRYHA may cancel scheduled practice and/or game times upon providing written cancellation notice to the Arena Manager at least 14 days prior to the scheduled practice or game. Upon proper notice the Arena Manager will cancel the scheduled practice and/or game time and adjust the rent payable by CRYHA accordingly. If a scheduled practice and/or game is canceled due to inclement weather or as a result of unusual circumstances beyond the control of CRYHA, the Arena Manager may adjust the rent payable by CRYHA accordingly. The Arena Manager shall have sole discretion in determining whether the cancellation was necessary.

The City will not be responsible for the cancellation of ice time for any reason. Typical reasons for cancelling ice time include but are not limited to equipment failure, loss of power or severe weather. In the event of such an occurrence, the Arena Manager will attempt to reschedule CRYHA's ice rental times. If the ice rental time cannot be rescheduled CRYHA will not be charged.

11. Payment. The City will submit an itemized invoice for rent to CRYHA on a monthly basis for ice time used during the preceding month in accordance with the rates identified in Paragraph 3. CRYHA shall pay the invoice to the City within 20 business days after the date of the invoice. Any invoice not paid by the due date will result in a late-payment fee being assessed to CRYHA in the amount of 10 percent of the invoice.

12. Concessions. The City will operate a food and beverage concession stand within the Arena that will operate during CRYHA games and tournaments. The City is the sole operator of concessions and will retain all proceeds from sales through the concession facility. Except as otherwise provided in this Section or as otherwise agreed to in writing, CRYHA will not sell or

provide any food or beverage at the Arena. This prohibition on selling or providing food and beverages includes the Arena building, outdoor rink, parking areas and all other Arena property. CRYHA agrees that it will not communicate to others any direct or implied authority to bring food or beverage into the Arena for resale.

During CRYHA-sponsored tournaments, CRYHA may bring in hospitality breakfast items for free distribution to teams. Hospitality breakfast items may be distributed and consumed only in the Arena room(s) designated by the City from the hours of 5:00 am to 10:00 am. Hospitality breakfast items include only those items typically referred to as a “continental breakfast.”

13. Sale of Association Merchandise. CRYHA may sell CRYHA merchandise, programs and souvenirs in the Arena during CRYHA games, tournaments and events. CRYHA will retain all proceeds from the sale of said items. CRYHA may grant permission to a commercial vendor to sell CRYHA merchandise; however, any commercial vendor may be required to pay a permit fee to the City. CRYHA may not sell items similar in nature to items stocked by the City in the Arena Pro Shop. Sale locations and sale items must be approved in advance by the Arena Manager.

14. Outdoor Refrigerated Ice. Subject to availability, CRYHA will be allowed to use up to four hours per week of non-prime ice time on the outdoor refrigerated rink for its Mites program at no charge. Use of ice time pursuant to this paragraph must be scheduled through the Arena Manager or designee. For the purpose of this paragraph non-prime ice time is defined as Monday through Friday from 3:30 p.m. to 5:50 p.m., Saturday from 11:00 a.m. to 1:00 p.m. and 5:00 p.m. to 10:00 p.m., and on Sunday from 11:00 a.m. to 1:00 p.m. and 5:00 p.m. to 9:00 p.m.

15. Arena Advertising. CRYHA may sell or otherwise use two dasher board advertising spaces on the indoor rink of the Arena. The City reserves the right to approve any advertising sold or used by CRYHA. CRYHA shall reimburse the City for any expenses incurred by the City, during the Arena operational season, for any installation, repair or removal of said advertising.

CRYHA may place team banners, motivational banners, and Association banners in designated locations at the Arena. CRYHA shall obtain approval from the Arena Manager prior to installing, repairing, replacing, removing or modifying any advertising. The Arena Manager may request CRYHA to remove any banner by providing written notice to the President or Vice President of CRYHA. Any banner not removed by CRYHA within seven days of the notice may be removed by the City.

16. General Liability Insurance and Indemnification. CRYHA agrees to hold harmless, defend and indemnify the City, its officers, employees and agents, from and against any and all demands, claims, and/or damages to persons or property, losses, and liabilities (collectively “Claims”), to the extent that such Claims arise out of or are caused by the

negligence or willful misconduct of CRYHA, its officers, agents, employees or players in connection with the rights granted by this Agreement. For that purpose, CRYHA shall purchase and maintain liability insurance in an amount of \$1,000,000 which shall name the City as an additional insured for defense and indemnification purposes. A certificate showing this insurance coverage and the City's position as an additional insured shall be filed with the City Clerk prior to the City's execution of this agreement. The policy and certificate shall indicate that the insurer is to provide the City with at least thirty (30) days notice of its intent to cancel the policy. This Agreement shall immediately terminate upon expiration of this liability insurance policy.

17. Notices. Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

City of Coon Rapids
11555 Robinson Drive
Coon Rapids, MN 55433

Coon Rapids Youth Hockey Association
11000 Crooked Lake Boulevard
Coon Rapids, MN 55433

18. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns. CRYHA may not assign its interest in the agreement to any other party without prior written approval from the Coon Rapids City Council.

19. Laws and Regulations. CRYHA shall be solely responsible for compliance with all laws, orders and regulations of federal, state, county and municipal authorities and shall obtain all licenses and permits which may be required for the conduct of its business within the terms of this agreement. All rules and policies of the Arena will be enforced by CRYHA accordingly.

20. Independent Contractor. It is understood that this agreement does not create an employer/employee relationship between the City and CRYHA and that at all times CRYHA's members, employees, agents and participants are acting as an independent contractor while performing any role authorized by this Agreement.

21. Data Practices Act. CRYHA shall at all times abide by the Minnesota Data Practices Act, Minn. Stat. Sec. 13.01, et seq., to the extent that the Act is applicable to data and documents in the possession of the CRYHA.

22. Termination. The City may terminate this Agreement upon 14 days' written notice by the Arena Manager in the event the City determines that CRYHA is in noncompliance with the terms and/or requirements of this Agreement or is in noncompliance with the written rules of the Arena. Upon such notice CRYHA shall have the right to a hearing before the City Council. CRYHA must request the hearing within 7 days of receiving the written notice of

termination. Upon such written request the hearing may be conducted at a regularly scheduled City Council meeting or at a special City Council meeting called for the purpose of conducting the hearing. The hearing will be held within 30 days of the written request for a hearing.

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

CITY OF COON RAPIDS

COON RAPIDS YOUTH HOCKEY
ASSOCIATION

By: _____
Jerry Koch, Mayor

By: _____
Scott Billey, President

By: _____
Matt Stemwedel, City Manager

APPROVED AS TO FORM:

David J. Brodie, City Attorney



**2016-2017
COON RAPIDS ICE CENTER
FEES AND CHARGES**

ICE RENTAL FEES

Winter Season 2016-2017

Prime Indoor Ice

September 1st through March 31st \$195.00 per hour
 Monday-Friday – 3:00 PM-10:00 PM
 AHSD Release Days
 Saturday-Sunday – 7:00 AM-10:00 PM

Non-Prime Indoor Ice

After 10:00 PM..... \$150.00 per hour
 Before 3:00 PM Monday-Friday*..... \$150.00 per hour
 *With the exception of AHSD school release days.

Coon Rapids Youth Hockey Association

September 1st through March 31st \$195.00 per hour

Outdoor Ice, Public \$80.00 per hour
 Coon Rapids Youth Hockey Association \$75.00 per hour

Spring/Summer Season 2017

Non-Prime Indoor Ice

April 1st through August 31st \$150.00 per hour

ADMISSION, SKATE RENTAL AND SKATE SHARPENING FEES

Public Skating per Session	
Adults	\$5.00
Students/Seniors.....	\$4.00
Children 5 years and under accompanied by a paid admission	\$0.00
School Groups (includes skate rental)	\$3.00 per person/per hour
ARCC Intramural per session	\$8.00 per player
Adult Open Hockey per session.....	\$5.00
Stick and Puck Session	\$5.00
Children 5 years and under accompanied by a paid admission	\$0.00
Skate Rental, Public Skate	\$3.00
Skate Rental, Skating School.....	\$2.00
Skate Sharpening	
Overnight	\$4.00
Same Day	\$5.00
Prepaid Punch Card for Seven Sharpenings	\$25.00

ROOM RENTAL FEES

Priority 1 – Any events directly sponsored by the City of Coon Rapids

Priority 2 – Events conducted by a Coon Rapids Civic, Athletic or Public Organization

Priority 3 – Events conducted by a Coon Rapids Resident, Coon Rapids Non-Profit, or Coon Rapids business

Priority 4 – Events conducted by a Non-Coon Rapids Resident

	<u>Up to Two Hours</u>	<u>Each Addt'l Hour</u>
Party Room A or B:		
• Priority 2	10	5
• Priority 3	25	10
• Priority 4	30	15
Party Room A & B combined:		
• Priority 2	15	5
• Priority 3	40	15
• Priority 4	50	20
Cook Conference Room A or B:		
• Priority 2	15	5
• Priority 3	30	10
• Priority 4	40	15
Cook Conference Rooms A & B combined:		
• Priority 2	20	10
• Priority 3	60	20
• Priority 4	70	25
Graeber Skybox		
• Priority 2	15	5
• Priority 3	50	20
• Priority 4	60	25
Multi-use Training Room 1		
• Priority 2	15	5
• Priority 3	30	10
• Priority 4	40	15

DAMAGE DEPOSIT: \$25.00 damage deposit applies to Priority 3 and 4 users and is due at the time of reservation.

ADVERTISING FEES

Dasher Boards 29" x 96" (25 spaces available)

\$700.00 with one year commitment
\$650.00 per year with two year commitment
\$600.00 per year with three year commitment
\$500.00 per year with a five year commitment

North Scoreboard 2' x 10' (3 spaces available)

\$1,000.00 with one year commitment
\$925.00 per year with two year commitment
\$825.00 per year with three year commitment
\$700.00 per year with five year commitment

South Scoreboard 2' x 6' (2 spaces available)

\$800.00 with one year commitment
\$750.00 per year with two year commitment
\$675.00 per year with three year commitment
\$575.00 per year with five year commitment

Above Player Benches 36" x 96" (8 spaces available)

\$800.00 with one year commitment
\$750.00 per year with two year commitment
\$675.00 per year with three year commitment
\$575.00 per year with five year commitment

In-Ice Logos 12' x 14' (4 Neutral zone spaces available)

\$1,200.00 per year with two year commitment
\$1,000.00 per year with three year commitment

Zamboni (two machines available)

Side panel (one only)
\$750.00 per year with two year commitment
\$600.00 per year with five year commitment
Side panels (both)
\$1,200.00 per year with two year commitment
\$950.00 per year with a five year commitment

Full machine vinyl wrap

\$2,500 per year with a five year commitment

All advertising, excluding Zamboni wrap, includes credit for graphics production costs up to \$150.00 per advertisement. Advertisers may supply their own graphics if they meet Coon Rapids Ice Center guidelines. Full Zamboni wrap advertisers produce and install graphics at their expense.



City Council Regular

13.

Meeting Date: 08/16/2016

Subject: Response to Open Mic Comment: Diane Marshall Regarding Creekside Estates

From: Grant Fernelius, Community Development Director

INTRODUCTION

At the August 3, 2016 meeting, Diane Marshall (10170 Wintergreen Street NW) approached the City Council with a request for more information on the status of negotiations between the City and the owners of Creekside Estates over several issues, most notably storage sheds. Ms. Marshall described on-going maintenance concerns at the park and that several residents had submitted requests for repairs to the storage sheds. However, the park owners had indicated that they were still in talks with the City about the issue.

DISCUSSION

Creekside Estates is a 272 unit manufactured home park located along Egret Boulevard. There is a rather lengthy history with the site dating back to the late 1960's when the project was first discussed as a Planned Unit Development (PUD). Creekside was built in the early 1970's. Starting in the mid-1970's, the City began dealing with a number of compliance issues, including several violations of the PUD conditions (landscaping, storage sheds, tie downs, etc.). Over the years, the City has dealt with a number of code enforcement issues and in 2013, the City initiated a coordinated and multi-departmental effort to bring the park into compliance with City Code. The Fire, Police, Building Inspections, Neighborhood Reinvestment, Planning, Public Works, and Engineering Departments were all involved with this effort. Numerous code violations were observed and administrative citations were issued against the park owners for those violations. The park did not contest the citations, but did object to the fines and costs from those citations being assessed against the property which ultimately culminated in a lawsuit in March of 2014. The matter was settled between the parties in the latter part of 2014.

In addition in 2013, the City and the park owners agreed to work on an amended PUD document. The goal is to have an updated document that reflects current circumstances and the terms of the settlement. For example, the revised PUD provides minimum standards for skirting materials, additions and decks; and clarifies rules for the re-sale of units. This negotiation was put on hold during the pendency of the lawsuit. Once the lawsuit was settled, the City and the park owners resumed discussions for amending the PUD. The primary sticking point in the negotiations has been the repair and/or replacement of the storage sheds. The owner initially agreed to replace the existing storage sheds (which are very small) over a period of several years. As the talks continued, several different proposals and counter offers were discussed. The last proposal involved replacement of the sheds, but ownership (along with future maintenance and/or

replacement) would have been transferred to the tenants. This approach could lead to code enforcement challenges and staff felt this proposal wasn't workable.

In the last month, staff has agreed to a compromise in which the owner will repair the existing sheds. The details of the repair plan (and the other PUD issues) still needs to be finalized. However, we are optimistic that this can be done in the next month. Both the Planning Commission and City Council would need to approve the amended PUD and there will be an opportunity for park residents to weigh in as part of this process.

RECOMMENDATION

This item is provided for information purposes and no City Council action is needed at this time.



City Council Regular

14.

Meeting Date: 08/16/2016

Subject: Response to Open Mic Comment: Bob Krahn Regarding Property at 12097 Ilex Street NW

From: Grant Fernelius, Community Development Director

INTRODUCTION

At the August 3, 2016 meeting, Bob Krahn (12140 Ilex Street NW) approached the City Council with concerns about an adjacent property at 12140 Ilex Street NW. According to Mr. Krahn there have been several incidents this summer involving a juvenile who resides at the address. The property in question is being used as a group home and Mr. Krahn was requesting assistance from the City to take whatever action might be available to address the incidents.

DISCUSSION

As background, Community Development staff has had several interactions with the home at 12097 Ilex Street NW. According to our records, the home had been foreclosed upon sometime in 2015 and last the fall it was posted as vacant and the water was shut off. Over the course of the fall and winter, the property was purchased by a private party, remodeled (with appropriate permits) and then subsequently sold to the current owner (Ronald Carlsen). In April of this year, staff made contact with Mr. Carlsen and learned that he planned to use the property as a group home. After doing some additional research and talking to a representative from the Minnesota Department of Human Services (DHS), staff discovered that the property would be licensed/inspected by the State for one bed with 24/7 supervision.

Since the end of June, there have been a total of 8 police/fire calls to the property requesting assistance. From a regulatory standpoint, the City has limited options. So long as the property is used for residential purposes, there is nothing at the local level to prohibit a group home in a neighborhood. Single family homes can be occupied by up to six unrelated people. The state's licensing and inspection standards supercede the City's local regulations for rental/leased dwellings. Staff reached out to a member of our local Legislative delegation who contacted the Commissioner of DHS. Staff understands that the Commissioner's Office has looked into this situation and that some recent changes at the residence should now prevent a reoccurrence of the issues that have occurred. The Commissioner's Office also encouraged the City to provide updates if any additional issues arise as more significant actions could be taken if needed.

RECOMMENDATION

This item is for information purposes and no action is requested at this time. Staff will continue to gather more information from our contacts at the state and seek assistance on what can be done to better manage the property.
